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ABSTRACT

The collective bargaining agreement between the Montana University System and the Eastern Montana College Chapter of the American Association of University Professors (AAUP) covering the period July 1, 1985-June 30, 1989 is presented. Items covered in the agreement include: definitions, nondiscrimination and affirmative action, unit recognition and determination, AAUP security, information and data, union use of campus meeting rooms and other facilities, faculty handbooks, professional letter of faculty appointment, academic senate, student rights and responsibilities, student grievance procedure, student evaluation of teaching, faculty performance review, management rights, general principles of shared governance, academic freedom and responsibilities, faculty-administration committee, academic administration search committee, faculty retention and tenure, faculty promotion and evaluation, process to determine appropriate terminal degree, personnel file update, evaluation of probationary faculty, criteria for promotion in rank, tenure and promotion appeals committee, termination for cause and retrenchment, types of faculty appointments, conditions of employment, duties of department heads and coordinators, conflict of interest, workshops and conferences, leaves of absence, and faculty salaries. (SW)

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ED277306

Collective Bargaining Agreement

Between

American Association of University Professors Eastern Montana College

And The

Montana University System

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
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July 1, 1985 Through June 30, 1989

HE 019 923

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AAUP/EMC AGREEMENT

1.000 PREAMBLE

This Agreement is entered into by the Commissioner of Higher Education (as agent for the Board of Regents of Higher Education and on behalf of Eastern Montana College), hereinafter referred to as "Commissioner," and the Eastern Montana College Chapter of the American Association of University Professors, hereinafter referred to as "AAUP," and has as its goals the furtherance of excellence in education.

The purpose of this Agreement is to establish a formal understanding with regard to salaries, benefits, and other conditions of employment and the establishment of an equitable procedure for the resolution of grievances.

It is recognized by the parties that mutual benefits are to be derived from continual improvement in the instructional programs of the College, that the faculty is qualified to assist in formulating educational policies and to contribute to the development of educational programs in keeping with its historical role in American higher education; and that the College has responsibility to present and make available to the student body the kind and quality of learning that meets professional standards of excellence in higher education. It is understood that the

preamble is a joint statement of philosophy and, as such, shall not be grievable.

2.000 GENERAL CONTRACT PROVISIONS

2.100 DEFINITIONS

For the purposes of this Agreement, the following definitions shall be used:

AAUP

The Eastern Montana College Chapter of the American Association of University Professors which is the exclusive representative for collective bargaining purposes as recognized in Section 3.110 of this Agreement.

ADMINISTRATION

The President and other appointed Administrative Officers of Eastern Montana College who are not members of the bargaining unit.

ADMINISTRATIVE UNIT

Includes Departments in the School of Arts and Sciences and Business and Economics, the Divisions in the School of Education, the Institute for Habilitative Services, the Library (Audio Visual Services), the Student Personnel Division, and/or other special programs.

ADMINISTRATIVE UNIT HEAD

Department Chairs in the School of Arts and Sciences and Business and Economics, Divisional Chairs in the Schools of Education, the Director of the Institute for Habilitative

Services, the Director of Library Services, the Dean of Students, Area Coordinators, and/or the directors of other special programs.

AGREEMENT

The Collective Bargaining Agreement as ratified by the Board of Regents and the AAUP.

ASEMC

Associated Students of Eastern Montana College.

ASEMC EXECUTIVE CABINET

The President, Vice President, and Business Manager of the Associated Students of Eastern Montana College as elected by that body.

ASEMC SENATE

The duly elected members of the Student Senate of the Associated Students of Eastern Montana College.

BOARD OF REGENTS

The Board of Regents of Higher Education.

COLLEGE

Eastern Montana College (EMC).

COMMISSIONER

The Commissioner of Higher Education as Agent for the Board of Regents and on behalf of Eastern Montana College.

DAY

A calendar day except when otherwise stated.

FACULTY MEMBER

All members of the bargaining unit.

PERFORMANCE BY DESIGNEE

Any action or responsibility assigned to an official or representative of the Board, the College or AAUP may be performed by a designee of such official or representative.

PRESIDENT

The President of Eastern Montana College, as appointed by the Board of Regents.

SECTION HEADINGS AND TITLES

The section headings and titles involved in this Agreement are for organizational purposes only and should not be construed to add to or delete from the text of this Agreement or any interpretation thereof.

STUDENTS

All enrolled students attending Eastern Montana College.

2.200 DURATION

This Agreement shall be in full force and effect from July 1, 1985, and shall continue until and including June 30, 1989; however, for the biennium beginning July 1, 1987, and ending June 30, 1989, Section 11.000 (Compensation) shall be open for negotiations. This contract shall remain in full force and effect and considered as renewed from year to year after June 30, 1989, unless either party notifies the other in writing at least ninety (90) days prior to the expiration of the contract or any anniversary date thereafter, of its desire to modify or terminate the contract.

Negotiations on Section 11.000 (Compensation) shall begin in time for prelegislative negotiations for the biennium ending June 30, 1989. The parties agree to make a good faith effort to complete such negotiations by June 30, 1987.

Inclusion in the Agreement of the campus-wide definition of a professional load shall also be open for negotiations. Other sections of the Agreement may be open by mutual agreement.

A good faith effort will be made to schedule negotiations on a successor agreement in a manner which would allow for much of the negotiations to be completed prior to the commencement of the legislative session. The parties agree to make a good faith effort to complete negotiations on a successor agreement by June 30, 1989.

Section 6.400 as it pertains to the past practice date shall be changed to June 30, 1985, upon completion of negotiations for compensation for 1985-87.

2.300 ENTIRE AGREEMENT

This Agreement constitutes the entire negotiated Agreement between the Commissioner, the Administration and the AAUP and supersedes all previous regulations, contracts, practices, traditions, or policies which are in conflict with the expressed terms of this Agreement. This Agreement shall constitute the Master Agreement for all faculty members in the bargaining unit.

2.400 SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to the parties to this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

2.600 NONDISCRIMINATION AND AFFIRMATIVE ACTION

The parties to this Agreement are committed to a policy of nondiscrimination and equal opportunity for all persons. Neither the Board of Regents, its agents, nor the AAUP shall discriminate on the basis of race, creed, color, sex, religion, national origin, marital status, physical ability, age or political beliefs. Neither the Board of Regents, its agents, nor the AAUP shall discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin except that differentiations based on marital status, age or physical or mental handicap may be made when based on a bona fide occupational qualification reasonably necessary to the normal operation of the College or where differentiation is based on reasonable factors other than age. In addition, the parties support affirmative action for all protected classes, including Vietnam era and disabled veterans, handicapped persons, females, and members of minority groups.

This Agreement shall be applied equally in all cases with respect to salaries, hours, and terms and conditions of employment.

The AAUP agrees that it shall admit to membership, and represent equally, all persons within the recognized exclusive bargaining unit as defined in this Agreement.

Neither the Commissioner nor the Board of Regents shall interfere with, restrain, or coerce the employees covered by this Agreement because of membership in or nonmembership in, or lawful activity on behalf of, the AAUP. Neither the Commissioner nor the Board of Regents shall discriminate in respect to hiring, tenure or employment, or any terms or conditions of employment of any employee covered by this Agreement because of membership in, or lawful activity on behalf of, the AAUP, nor shall either discourage or attempt to discourage membership in the AAUP.

2.700 CONTRACT PERIOD

A. Academic Contract Year. The academic contract year shall consist of days when classes are in session as defined in the official calendar commencing one week preceding the first day of classes in the fall and ending upon the submission of final grades each quarter or after commencement, whichever is later.

B. Summer Session. The provisions of this Agreement shall cover only those faculty members while employed by the College, during summer session registration days and classes as specified by their individual professional letter of appointment.

3.000 FACULTY/AAUP RIGHTS

3.110 RECOGNITION

The Commissioner recognizes the AAUP as the exclusive collective bargaining representative of the unit as originally determined by the Board of Personnel Appeals and as modified by this or any subsequent collective bargaining agreement.

3.120 UNIT DETERMINATION

The bargaining unit for faculty at Eastern Montana College shall be determined in accordance with the original ruling of the Board of Personnel Appeals and shall include faculty employed for .5 FTE or greater for the academic year at the ranks of Lecturer, Instructor, Assistant Professor, Associate Professor, Professor, visiting and adjunct faculty. The bargaining unit excludes the President, Vice President, Deans, Division Chairs, Coaches, and

individuals whose responsibilities are primarily administrative and who teach less than .5 FTE.

All positions in the bargaining unit on June 30, 1985, shall remain in the unit. The AAUP and the Administration may agree to changes in the status of specific persons or the status of new positions. Such changes shall thereby be incorporated into this Agreement.

3.130 AAUP SECURITY

The Administration will deduct biweekly AAUP dues from the salary of each faculty member who has voluntarily authorized such deduction in writing. These amounts shall be delivered by the College to the Treasurer of AAUP.

3.140 INFORMATION AND DATA

The Commissioner and the Administration shall make available to the AAUP, upon its request and within a reasonable time, such data and financial information as normally are available for use in the ordinary course of business. The AAUP reciprocally shall make available similar information to the Commissioner and the Administration. Neither the Commissioner, the Administration, nor the AAUP shall be required, without an effective written waiver, to provide each other with information which is privileged, confidential, or which would require the revelation of personal information of a private nature or which has been gathered or prepared specifically for purposes of preparing for or conducting collective bargaining. Voluminous information shall be made

available for inspection at its normal place of retention, or upon request, will be provided to the other party at cost.

Other campus groups or administrators shall, upon request, furnish the AAUP copies of any proposed policy change which the AAUP feels may be in conflict with this Agreement. If the campus group or administrator feels that the AAUP should not be entitled to such proposed changes, the issue shall be referred to the Faculty-Administration Committee, or, if appropriate, made subject to the grievance procedure.

The Commissioner shall supply one copy of the Board of Regents' complete agenda and approved minutes to the AAUP at the same time they are provided to the Board of Regents. The Administration shall furnish the AAUP a copy of the regular agenda of the Academic Senate.

Nothing contained herein shall prevent the President of the AAUP from consulting with the President at times other than those set forth above, if matters arise of an urgent or emergency nature within the area of collective negotiations.

3.150 MEETING ROOMS

The AAUP shall be permitted to meet at the College and use College meeting facilities at no charge.

3.160 BULLETIN BOARD SPACE

The Administration shall assign space on official bulletin boards for the purpose of posting AAUP notices. It is agreed that the number of AAUP bulletin board areas shall not exceed five.

3.170 CAMPUS MAIL ROOM

The AAUP shall be permitted to use College mail room facilities for the distribution of AAUP communications. Such communications must be clearly marked as AAUP mail and shall be given the same attention as other campus mail.

3.180 OFFICE SPACE

The AAUP shall be allowed to rent office space at a mutually agreed upon location on the campus at Eastern Montana College at a nominal annual rate. The office will be furnished with a desk, three chairs, a file cabinet, a bookcase, a coat rack, and a wastebasket.

3.190 REASSIGNED TIME: AAUP

Two designated representatives of the AAUP shall upon request to the Administration be granted three (3) credit hour reductions per quarter in teaching load with no reduction in pay.

3.200 RESEARCH AND DEVELOPMENT

The parties to this Agreement recognize their continuing and mutual obligation to improve the quality of instructional methods and programs at this College. They further recognize that research or other scholarly activities on the part of faculty members is vital. The parties recognize that, when available, College financial support for individual faculty research is appropriate to the development of a strong faculty.

3.210 HANDBOOK

The AAUP and the Administration shall charge the Academic Senate with the responsibility to develop a revised faculty handbook. The Academic Senate shall deliver to the President of the AAUP and to the Academic Vice President a copy of the proposed faculty handbook on or before December 30, 1986. Should the Academic Senate fail to submit a proposed handbook by December 30, 1986, the Administration shall develop a revised faculty handbook. The revised handbook shall be subject to review and approval by the Administration and the AAUP.

The parties understand that once the handbook is put into effect, it and any modifications thereto shall be binding on the faculty, the AAUP, and the Administration.

Until such time as the revised handbook is put into effect, Section 6001.0, Section 6001.2, and Section 1005 will remain in full force and effect as included in the Addendum to this Agreement.

3.220 PROFESSIONAL LETTER OF FACULTY APPOINTMENT

Rights and benefits of faculty members set forth in this Agreement shall be incorporated into and made part of any individual professional letter of faculty appointment with the Board of Regents. In the event of conflict between the terms of an individual professional letter of faculty employment and the terms of this Agreement, the Agreement shall be controlling. This Agreement shall be made a part of the professional letter of faculty appointment to be issued to each faculty member and when thus incorporated, this Agreement shall constitute the only contract between the parties concerning salaries, and terms and conditions of employment.

3.300 ACADEMIC SENATE

The parties will recognize the role of and work cooperatively with the Academic Senate.

4.000 ROLE OF STUDENTS

4.100 RIGHTS AND RESPONSIBILITIES

The Commissioner, the Administration, and the AAUP recognize that students are a vital factor in efforts to maintain and

improve the quality of education available at Eastern Montana College. It is understood by the parties that open communications with the student body are critical and that inclusion of students in the process of recommending decisions or policy is both necessary and desirable. To this end it is agreed that:

A. Students shall be represented on Academic Senate Standing, Administrative Support, and Ad Hoc Committees as specified in the Academic Senate Bylaws.

B. Student participation on all other current or new committees will be provided in accordance with the Bylaws of the Academic Senate.

C. Student participation on Search Committees and Unit Rank and Tenure Committees is provided for as follows:

   1. Search committees selected to fill faculty or administrative positions. In the case of faculty search committees, the student member should be a major in good standing in the department where the vacancy exists.

   2. Unit Rank and Tenure Committees evaluating faculty for promotion and tenure, on which student representatives will have a vote, and will be allowed to participate in accordance with the following procedure:

D. Not later than the second week of class each quarter, each faculty member shall distribute to the students, a brief written course description indicating course requirements, grading system to be utilized, office location and phone

number, and any estimated additional costs to the student that may occur during the quarter. Copies of the course description will be filed with the appropriate Department Head or Division Chair. Students shall be kept informed of the faculty member's office hours.

E. Students may participate in the collective bargaining process in accordance with state law.

All parties shall recognize, support, and work cooperatively with the Student Senate and other chartered student organizations. Properly authorized students shall not be unfairly disadvantaged because of participating in such activities; however, the students shall be responsible for all work assigned.

4.200 STUDENT GRIEVANCE PROCEDURE

The following student grievance procedure is established to address the grievances that arise with members of the bargaining unit or with members of the Administration over fair and impartial treatment of students, or the failure to properly and justly apply College policies to the students. Where a student has good cause to believe that he/she has such a grievance, he/she may utilize the following procedures. No student will be discriminated against in any way for having brought a grievance. "Student," when used in this section, refers to the student alleging a grievance.

DEFINITION: STUDENT GRIEVANCE

A student grievance is an allegation by a student that there has been a breach, misinterpretation or improper application by a member or members of the bargaining unit and/or by the Administration and/or by the AAUP, of this Agreement.

STEP ONE - The student should confer with the faculty member against whom the alleged grievance exists. The student must confer with the Department Chair or, in the event the grievance is against a Department Chair, with the appropriate Dean before resorting to the formal grievance process.

In the case of an alleged grievance against an administrator, the student should talk with that administrator. The student must talk to the administrator's immediate supervisor before resorting to the formal grievance process.

Any party to the alleged grievance may request witnesses, and the student may be accompanied by the Student Grievance Officer.

STEP TWO - If the student feels that the alleged grievance is unresolved after the Step One meeting, the student may file a formal grievance in writing using the specified grievance form. This formal grievance, hereafter referred to as Grievance, must be filed with the Student Grievance Officer within twenty (20) class days of the Step One meeting, or within thirty (30) days from the date the student knew or had reason to believe he/she was subject to unfair or inequitable treatment from a member or members of the faculty or administration. The student, through the Student Grievance Officer, then requests the immediate supervisor of the

faculty member(s) or administrator(s) involved to arrange a Step Two meeting between the student, the faculty member(s) or College administrator(s) involved, the Student Grievance Officer, and the appropriate immediate supervisor. This request shall be honored within twenty (20) days. Any grievance not filed within these time periods shall be deemed null and without formal recourse.

STEP THREE - If the student feels that the complaint is unresolved after the Step Two meeting, the Student Grievance Officer may, within ten (10) days, request that the President of the College call for a Student Grievance Committee.

In the case of a grievance against a faculty member, the Student Grievance Committee shall consist of three (3) members of the bargaining unit appointed by the President of the AAUP and three (3) members of the student body appointed by the ASEMC President.

In the case of a grievance against an administrator, the Student Grievance Committee shall consist of three (3) members of the administration appointed by the President of the College and three (3) members of the student body appointed by the ASEMC President.

Each of these presidents shall appoint alternate members as necessary. Students appointed to the committee must have earned 45 credit hours at EMC with a cumulative grade point average of 2.5 or above. Under no circumstances shall any of the six (6) members be from the same unit or administrative office as the

parties to the complaint. No person shall serve if there is an indication of a potential conflict of interest.

Each party to the complaint may exercise one preemptory challenge of a Committee member to hear the complaint. The Committee shall be formed and meet within ten (10) days of the request and will be convened by the Chair of the Faculty-Administration Committee. A Chair will be chosen at the first meeting of the Committee.

During the course of the deliberations, opportunity will be given for both grievance officers to present the issues involved and a record of any previous actions. Opportunity will be given for all parties to the complaint to make statements, answer questions, and present witnesses. The Committee may confer with other individuals at its discretion. Each party to the grievance may have an official representative.

Within thirty (30) days of its formation, the Student Grievance Committee shall determine findings of fact and resolution of the complaint. The resolution may include denial of the complaint, or a warning letter, formal reprimand, and/or specific remedy limited to curing the complaint. The Committee shall make its decision by majority vote. A tie vote shall result in denial of the complaint. The Committee's decision shall be the final recommendation to the President for disposition of the complaint under this Agreement. Authority for implementation of the specific remedy recommended rests with the President. Only

for compelling reasons stated in writing to the Committee shall the President not act favorably upon the Committee's recommended remedy. In the event the complaint is against the President, the final disposition of the complaint rests with the Board of Regents.

4.300 EVALUATION OF TEACHING BY STUDENTS

It shall be the responsibility of each Unit Rank and Tenure Committee to conduct a student evaluation of the classes of each faculty member in the administrative unit during fall or winter quarter of each year. For first and second year faculty members, the evaluation must be conducted during the fall quarter.

Within 90 days from the execution of this Agreement, each administrative unit shall submit to the Academic Vice President the student evaluation instrument and the process it proposes to use to implement this section. An administrative unit may submit the student evaluation instrument it is presently using or may develop a new instrument. Each unit's student evaluation process will provide for uniform administration of the evaluation instrument, a method for designating individuals responsible for the administration of the instrument in individual classes, a method for the calculation of results as well as reporting the results to the faculty member evaluated and the appropriate unit rank and tenure committees and provide for the confidentiality of this information. The Vice President shall review and approve the evaluation instrument and the processes for administration of the

instrument or shall refer the proposed instrument or processes back to the administrative unit with recommendations for needed changes. If an administrative unit fails to submit an evaluation instrument or fails to make recommended changes, the Vice President shall establish the instrument for the unit. All faculty in the unit shall be informed of the Vice President's approval or establishment of the unit's instrument of evaluation and the process for administration of the instrument.

The evaluation instrument developed by each administrative unit shall specify in clear type on the front page of the evaluation instrument the following statement:

> Student evaluation of faculty is designed to provide faculty with a positive basis for improvement of instruction as well as to provide rank and tenure committees and administrative personnel with data for evaluation. Students are expected to approach this evaluation in a responsible manner. Students are encouraged to provide, from their perspective, a complete and fair response to the items covered in this evaluation. The process should be taken seriously. The results will be used by the faculty member and the administration in continuing efforts to improve instruction. The results will be provided to the faculty member after the filing of final grades for this course.

Processes developed for the administration of unit evaluation instruments will include the provision that the above statement be

read to each class immediately prior to the administration of the instrument.

4.310 PERFORMANCE REVIEW

The evaluation results for all faculty in the administrative unit will be forwarded to the Chair of the Unit Rank and Tenure Committee. The Committee Chair shall analyse the results and shall have the Unit Committee conduct a performance review for those faculty receiving less than an acceptable rating as defined in the evaluation instrument of the unit. The Dean or administrative unit head may request the committee to review the performance of other faculty members in the administrative unit. In the event of such a request, the Dean or administrative unit head will provide the Unit Rank and Tenure Committee with reason(s) for requesting the review. If the committee does not believe the request for review is justified, the matter will be referred to the Faculty-Administration Committee.

No faculty member may serve on the Unit Rank and Tenure Committee while under a performance review by the committee.

Each unit will develop a set of procedures and standards for performance reviews in the unit. Within 90 days of the execution of this Agreement, each administrative unit shall submit to the Academic Vice President the procedures and standards for performance reviews it proposes to implement this section of the Agreement. The Academic Vice President shall review and approve the procedures and standards or shall refer the procedures and

standards back to the administrative unit with recommendations for needed changes. If an administrative unit fails to submit an evaluation instrument or fails to make the needed changes, the Vice President shall establish the procedures and standards for the unit. The Academic Vice President shall notify the administrative unit head in writing of his or her approval or establishment of the unit's procedures and standards.

After a performance review, the unit committee may recommend to the Faculty-Administration Committee that the faculty member receive a less than normal increase in salary for the next academic year.

5.000 MANAGEMENT RIGHTS

5.100 MANAGEMENT RIGHTS

The Board of Regents, through its agent, the Commissioner of Higher Education, acting in this Agreement on behalf of Eastern Montana College, shall have the following rights to determine the structure, mission, policies and purposes of Eastern Montana College. The policies of the Board and the College shall extend, except as modified by this Agreement, to the following:

A. Direct faculty;

B. Hire, promote, transfer, assign and retain faculty;

C. Relieve faculty from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;

D. Maintain the efficiency of Eastern Montana College operations;

E. Determine the methods, means, job classification, and personnel by which Eastern Montana College operations are to be conducted;

F. Take whatever actions may be necessary to carry out the missions of Eastern Montana College in situations of emergency;

G. Establish the methods and processes by which work is performed.

6.000 SHARED GOVERNANCE

6.100 GENERAL PRINCIPLES

While the final authority for the governance of Eastern Montana College is vested in the Board of Regents of Higher Education, it is recognized by the Board of Regents that faculty and students should participate in the formation of its academic policy. It is understood that this article contains joint statements of philosophy which shall not be grievable.

6.200 ACADEMIC FREEDOM AND RESPONSIBILITIES

The parties to this Agreement recognize and accept the importance of academic freedom to faculty members. Academic freedom is the right of scholars freely to study, discuss, investigate, teach, publish, and to create and exhibit professional works.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty member in teaching and of students to freedom in learning. The concept of academic freedom carries with it duties correlative with rights.

The faculty member is entitled to full freedom in research and in the publication of the results subject to the adequate performance of his/her other academic duties; but research and consulting for pecuniary return should be based upon an understanding with the Administration.

The faculty member is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful to present various scholarly views related to his/her subject and avoid presenting totally unrelated material.

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university faculty member is a citizen, a member of a learned profession, and as an officer of an educational institution, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should

show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

6.400 FACULTY-ADMINISTRATION COMMITTEE

A joint Faculty-Administration Committee shall be established to discuss mutual concerns and shall meet monthly or whenever items for discussion are submitted to the Chair during the academic year. Special meetings may be called upon the joint recommendation of the President of the College and the President of the AAUP. The members will select their own Chair and recording secretary. The Chair will rotate from AAUP to Administration annually. It shall be the duty of the recording secretary to distribute minutes to the Committee and affected personnel and/or their administrative unit heads. In the deliberations of the Faculty-Administration Committee the Administration and the AAUP may each exercise a single vote. It is not the purpose of this Committee to negotiate items in this Agreement, and the Committee shall not be used as a by-pass of grievance procedures set forth in this Agreement. The parties agree that the President of the Associated Students of Eastern Montana College or his/her designee shall be invited to participate in the discussion.

In the event of a conflict between the existing or the future Board of Regents and/or Administration policies and this Agreement, the terms of this Agreement shall apply during its duration. No change, revision, alteration or modification of this Agreement shall be valid unless mutually agreed upon by both parties and endorsed by written addendum hereto.

One of the purposes of the Faculty-Administration Committee is to attempt to resolve disagreements regarding policy changes which involve faculty benefits and working conditions. The Committee may agree to resolve any differences by mutual agreement. Unresolved differences shall be placed on an agenda for subsequent negotiations. The Commissioner and the Administration have and shall retain all rights conferred by law or current Board policy. The faculty has and shall retain all rights and benefits conferred by law and the benefit of policies specifically applicable to the faculty as a whole in effect subsequent to July 1, 1985, as provided in Section 2.200 (Duration).

6.600 SHARED GOVERNANCE - ACADEMIC SENATE

The AAUP, as the elected bargaining agent, retains exclusive right to negotiate and reach agreement on all matters pertaining to salaries, benefits, and terms and conditions of employment. Without waiving this right, the AAUP and the Board recognize the desirability of a system for faculty participation in areas of academic concern. To this end the parties recognize the role and function of the Academic Senate. The Academic Senate shall be a democratically elected and representative body, whose structure and membership must be approved by the faculty as a whole. The Academic Senate shall have the responsibility to make recommendations to the President on all academic matters and related issues. Recognizing that the President and the AAUP both

have a vested interest in the Academic Senate's action, they or their representatives shall be provided an opportunity to address the Academic Senate on any matters upon proper notice.

6.700 ACADEMIC ADMINISTRATION SEARCH COMMITTEE

Academic Administration Search and Screening Committees for other than the President will consist of six(6) faculty, four (4) administrators (other than the President) and two students. The six(6) faculty representatives shall be appointed upon mutual agreement by the President and the President of the AAUP. The ASEMC President will recommend appointment of two students, and the President will appoint the four(4) administrators. Community persons may be appointed by the Chair of the Committee.

The Committee will submit a minimum of three(3) acceptable names for appointment to the President. The President will appoint from among those three(3) names, ask the Committee for additional names, or close the search, and will determine the number of candidates to be interviewed before the search is started. Copies of all written correspondence between the President and the candidates shall be furnished to the Search Committee Chair.

7.000 FACULTY EVALUATION

For the 1985-86 Academic Year, Section 7.000, Faculty Advancement, of the 1981-85 Collective Bargaining Agreement, Pages 26-39, will remain in effect for all procedures and decisions

involving retention, promotion, and tenure of faculty members. The following Section 7.000 Faculty Evaluation, will take effect for all procedures and decisions involving retention, promotion, and tenure of faculty members effective with the beginning of 1986-87 Academic Year.

7.100 RETENTION, TENURE, PROMOTION, EVALUATION

7.110 GENERAL PRINCIPLES AND PURPOSES OF EVALUATION

The administration and appropriate peer committees are responsible for evaluating the performance of faculty. The purpose of evaluation is to provide a basis to make decisions concerning retention, promotion, or tenure, and to provide an annual update of the professional activities of tenured faculty. Every candidate for tenure or advancement in rank has the right of appeal of any recommendations.

A. The attainment of tenure and/or the advancement in rank of faculty is not a right but a privilege accorded to candidates based on overall performance as evaluated under the shared responsibility of peer committees and the administration.

B. Every candidate for tenure and/or advancement in rank has the right to be informed annually of the criteria and processes used by the committees and administrative officers.

C. The candidate has the right to be heard and evaluated fairly and impartially on all criteria and in all processes.

D. Every candidate for tenure and/or advancement in rank has the right to be informed of the recommendations together with reasons for recommendations at all levels of the process.

E. In regard to the evaluation and recommendation processes for retention, rank advancement, and tenure, the parties shall recognize a high degree of autonomy of the administrative units, the need and validity of review and recommendation by the respective Dean, and the moderating and balancing effect of the faculty elected College Rank and Tenure Committee which represents all schools as a broad faculty peer group. These powers of evaluation and recommendation carry with them a high degree of responsibility for applying candor, honesty, and fairness throughout the process, from the unit level through the President.

F. The Unit Rank and Tenure Committee and the College Rank and Tenure Committee, the Deans, the Academic Vice President, and the President, operating under the Board of Regents, have the responsibility to maintain levels of quality among disciplines, units, and schools.

G. Once the faculty member qualifies for and is granted tenure, his or her employment and his/her tenure shall be with Eastern Montana College and not with the University System.

H. Tenure shall mean the right of a faculty member to hold his or her position and not to be removed therefrom except as hereinafter set forth in the Agreement. All present faculty members who hold tenure shall continue in that status.

I. All applications, recommendations, reasons, and statements regarding evaluation for retention, promotion, and tenure and the personnel file update for tenured faculty must be in writing.

7.120 GENERAL REGULATIONS CONCERNING TENURE

A. Tenure shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board of Regents after receipt of a specific recommendation of the College President.

B. Tenure review shall be conducted during the sixth year of probationary service on a seven-year tenure track. If tenure is not to be awarded with the eighth contract, the faculty member must be so informed by June 30 of his/her sixth year of probationary service on the tenure track. Failure of the College to comply with this process is grievable. However, if a Unit Rank and Tenure Committee or if the College Rank and Tenure Committee fails to make a recommendation, the failure shall not prevent decisions concerning tenure or rank advancement.

C. The Academic Vice President will advise the appropriate unit head to commence the review for tenure. Starting with the unit, the tenure review process successively involves the Division Chair, the respective Dean, the College Rank and Tenure Committee, the Academic Vice President and the President. In the absence of the award of tenure by the Board of Regents, the contract for the seventh year of probationary service is a terminal contract.

7.130 EVALUATION CRITERIA

The following criteria shall be followed by all parties in the evaluation process. Each faculty member will be expected to meet the following criteria which have been traditionally accepted as indications of professional quality. Recognizing that these criteria are qualitatively and quantitatively interpreted in a different manner, Category I and II criteria provide for evaluation with a different emphasis for each category. Category I criteria shall be required of all faculty. Within Category II it is recognized that greater strength may be demonstrated in some areas than in others.

I CATEGORY I

A. Capability of the faculty member to serve with the emerging instructional mission of the unit. This mission, as defined by the unit, and approved by the Administration, will be in harmony with the programs approved by campus shared governance structures and the Board of Regents.

1. Present and future staffing patterns of the College.
2. Projection of trends in enrollments.
3. Local needs and emphases of programs.

B. An appropriate terminal degree for the discipline. An exception to this criterion in accordance with Section 7.151 will be allowed for the faculty member whose local achievement warrants

and who provides external evidence of outstanding professional achievement at a regional and/or national level.

II. CATEGORY II

A. Teaching.

1. Evaluations of faculty member's courses for at least two years, including, but not limited to, summaries of student assessments provided by the appropriate Unit Rank and Tenure Committee in accordance with Section 4.300.

2. Peer review.

3. Effective use of innovation in instruction.

4. Effective academic stimulation of students.

B. Professional Growth and Activity.

1. Scholarly publication, research, consulting, or creative endeavors.

2. Participation in professional societies, conferences, and meetings.

3. Production of grants to enhance professional development of the individual, the instructional unit, or the College.

4. Evidence of mastery of subject matter and awareness of current developments in the discipline.

C. Service.

1. Consulting.

2. Public professional service appropriate to a faculty member's discipline or professional interests and/or advising on boards, agencies, committees, and officials both on and off campus.

3. Speaking engagements related to the professional field.

4. General service to the College.

Such activities as consulting both on and off campus and providing technical assistance may be appropriately listed under either Professional Growth and Activity or Service. Such factors as length of involvement, honoraria, and products developed from involvement may determine the most appropriate category. Of course, other factors varying with the nature of the involvement and the discipline, will also assist the faculty member in determining the more appropriate category. The faculty member should consult the appropriate Unit Rank and Tenure Committee criteria, developed in accordance with Section 7.150 D, for clarification concerning the appropriate category for listing consulting.

7.135 APPROPRIATE TERMINAL DEGREES AND PROCESS TO DETERMINE APPROPRIATE TERMINAL DEGREE

In addition to doctoral degrees from accredited institutions of higher education, the following categories of special degrees

and certificates will be recognized as terminal degrees for the purpose of tenure consideration and rank advancement:

1. for faculty in the Art Department, the M.F.A. and the M.A.A.;
2. for faculty in the Music Department, the M.M. Degree in a performance related field;
3. for faculty serving as professional librarians, a Master's Degree in addition to the Master of Library Science Degree;
4. for faculty in the Department of Accounting, a CPA in addition to a Masters of Accounting or a CPA in addition to an M.B.A.

The appropriate terminal degree for all new faculty will be determined at the time of search, screening, and appointment as set forth in Section 9.300 (Hiring Procedures).

7.140 EVALUATION PROCEDURES

A. In each academic year, the Academic Vice President shall prepare a schedule of evaluation for retention, promotion, or tenure. A copy of the schedule of evaluation for retention, promotion, or tenure shall be provided to each faculty member by the end of the first full week of classes in the fall term.

B. A copy of any written evaluation placed in a faculty member's personnel file shall be provided to the faculty member.

C. Each department/unit shall have a Unit Rank and Tenure Committee composed of and elected by department/unit faculty. The

purpose of the Unit Rank and Tenure Committee shall be to provide recommendations to the appropriate Dean, Division Chair, or (in the case of Library Faculty) the Director of Library Services, concerning retention, promotion, or tenure of department faculty.

D. The College shall have a College Rank and Tenure Committee composed of and elected by College Faculty. One of the purposes of the College Rank and Tenure Committee shall be to provide recommendations to the Academic Vice President concerning retention, promotion, or tenure of College Faculty as provided for in Section 7.184 of this Agreement.

7.141 PERSONNEL FILE UPDATE

Prior to the last day of classes of the Winter Quarter, tenured faculty who are not being evaluated for the purpose of promotion will submit an updated vita (and other supporting documentation if desired by the faculty member) to the appropriate Dean or Director. Tenured faculty at the rank of Professor need submit an updated vita (and other supporting documentation if desired by the faculty member) only every other year starting with 1986-87. The submission of an updated vita (and other supporting documentation if desired by the faculty member) is for the purpose of recognizing professional activity and service and assisting in that development.

7.145 EVALUATION PROCESS FOR PROBATIONARY FACULTY

A. Each probationary faculty member shall, in each year of probationary appointment, other than a year of terminal

appointment, be evaluated. No faculty member shall be evaluated until he/she has completed one(1) full academic quarter of service at the College. The evaluation period shall be the period since the end of the faculty member's last evaluation. If the faculty member is receiving a review for promotion in rank or for continuous tenure, then the evaluation shall be in accordance with Section 7.152 or 7.160.

B. The Unit Rank and Tenure Committee shall submit a written evaluation of the performance of each unit probationary faculty member to the appropriate Dean, Division Chair, or Director as applicable. The Division Chair shall forward his/her recommendation to the appropriate Dean. The written evaluation shall be based on evaluation criteria as specified in Section 7.130. The Dean/Director shall prepare a written evaluation summary of the performance of faculty members being evaluated. In addition, the Dean/Director shall submit a written recommendation for each probationary faculty member to the Academic Vice President.

C. Copies of all evaluations and recommendations will be sent immediately to the faculty member. Should the recommendation of the Unit and the recommendation of the Dean differ, the faculty member may request, within three working days of receipt of the Dean's recommendation, that the College Rank and Tenure Committee conduct the necessary investigation to attempt to reconcile the conflict and report its finding to the faculty member and to the

Academic Vice President two weeks prior to the notification deadlines referenced in category "F" below.

D. The Academic Vice President will submit a recommendation to the President with a copy to the faculty member.

E. Reappointment of probationary faculty members shall be at the discretion of the President. The President is under no obligation to adhere to recommendations from any committee, Administrative Unit Head, or member of the Administration regarding the reappointment of a probationary faculty member.

F. Written notice that a probationary appointment will not be renewed will be given to an employee by the College President as follows:

1. by not later than March 1 of the first year of full-time employment at the College;
2. by not later than December 15 of the second year of full-time employment at the College;
3. by not later than 12 months before expiration of the appointment after two or more years of full-time employment at the College.

7.150 CRITERIA FOR PROMOTION IN RANK

The same criteria as set forth in Section 7.130 shall be followed by all parties in the entire process in the evaluation of all candidates for promotion in rank with the following additional qualifiers:

A. Instructor to Assistant Professor: a minimum of two years in rank as an Instructor at Eastern Montana College, plus evidence of success in meeting all Category I criteria in 7.130 and evidence of success in meeting the Category II criteria in 7.130, with recognition that greater strength may be demonstrated for some criteria within Category II.

B. Assistant Professor to Associate Professor: A minimum of four years in rank as an Assistant Professor at Eastern Montana College, plus continued success in meeting the criteria in 7.130 since the last promotion or the initial appointment, whichever is most recent.

C. Associate Professor to Professor: a minimum of four years in rank as an Associate Professor at Eastern Montana College, plus strong continued success in meeting the criteria in 7.130 since the last promotion. Promotion to the rank of Professor is the ultimate recognition of mature academic qualifications and experience.

D. Department/Unit Evaluation Criteria

1. By no later than ninety (90) days after the ratification of this Agreement, each Department or Division shall submit to the College Rank and Tenure Committee a statement of criteria in the areas of evaluation specified in 7.130 by which all department faculty eligible for retention, promotion, or tenure shall be evaluated, beginning

with the 1986-87 academic year, in accordance with the College Evaluation Criteria in Section 7.130. Upon approval of the Department or Division criteria, the College Rank and Tenure Committee will forward the criteria to the Academic Vice President for review and advisement by June 6, 1986. If necessary, the College Rank and Tenure Committee will refer the criteria back to the individual unit with recommendations for needed changes. Upon final acceptance by the College Rank and Tenure Committee, the criteria statement will be forwarded to the Academic Vice President. The Academic Vice President will report the results of his/her review and advice to the College Rank and Tenure Committee.

2. All department faculty shall receive a copy of the approved criteria within 30 days after approval by the College Rank and Tenure Committee and acceptance by the Academic Vice President.

7.151 CONSIDERATION FOR PROMOTION ON THE BASIS OF EXCEPTION

A. A faculty member who does not satisfy the degree requirements or years of service requirements specified in Sections 7.135 and 7.150 may apply for consideration for promotion on the basis of performance in the categories listed in Section 7.130.

B. A faculty member who applies for consideration for promotion as an exception to the degree requirements or years of service requirements shall present evidence in support of his/her claim for an exception to the Unit Rank and Tenure Committee.

C. If the Unit Rank and Tenure Committee concurs that the faculty member should be recommended for promotion, written recommendations, supported with written reasons based on evaluation criteria as specified in Section 7.130, shall be prepared and transmitted as provided in Section 7.152.

D. If the Unit Rank and Tenure Committee disapproves the request for an exception, the faculty member shall not be considered for promotion until the next succeeding period of evaluation for promotion. If the faculty member subsequently applies for consideration for promotion as an exception to the degree requirements or years of service requirement for promotion in subsequent years, his/her application shall be considered and transmitted as provided in Section 7.152.

7.152 PROMOTION PROCESS

A. An eligible faculty member must apply according to timelines published by the Academic Vice President (See Section 7.140-A). The evaluation period for promotion shall be the period since the end of the evaluation which resulted in the faculty member's promotion to his/her current rank at the College. If the faculty member has received no promotion at the College, the evaluation period for promotion shall be the period since his/her

most recent appointment to a faculty position at the College. A faculty member may withdraw his/her application at any time in the process by submitting a written request to the appropriate reviewing body.

B. The Unit Rank and Tenure Committee shall prepare a written promotion recommendation for each eligible applicant. The written recommendation shall be supported with written reasons based on evaluation criteria as specified in Sections 7.130 and 7.150.

C. The Unit Rank and Tenure Committee Chair shall forward the Committee's recommendation to the appropriate Dean, Director, or Division Chair, with reasons, for each eligible applicant with a copy to the applicant. The written recommendation shall be supported with written reasons based on evaluation criteria as specified in Sections 7.130 and 7.150. The Division Chair shall provide each faculty member considered for promotion with a copy of his/her promotion recommendation and reasons (as submitted to the Dean).

D. Within two (2) working days of receipt of the recommendations and reasons of the Unit Rank and Tenure Committee Chair and, where appropriate, of the Division Chair, a faculty member may submit a written request for reconsideration of a negative recommendation to the Unit Rank and Tenure Committee Chair and, where appropriate, the Division Chair. The request shall be granted and the Unit Rank and Tenure Committee Chair,

and, where appropriate, the Division Chair shall provide the faculty member with a written statement of the result of the reconsideration by the Unit Rank and Tenure Committee and/or the Division Chair within five working days. Within two working days of receipt of the result of reconsideration, a faculty member may withdraw his/her application for consideration for promotion by written notification to the Unit Rank and Tenure Committee Chair or, as applicable, the Division Chair.

E. The promotion recommendation and reasons of Division Chairs and Unit Rank and Tenure Committees shall be submitted to the appropriate Dean on or before January 31. The Dean shall submit a written promotion recommendation for each eligible applicant to the College Rank and Tenure Committee by March 1. Recommendations shall be supported with written reasons based on evaluation criteria as specified in Section 7.130. The Dean shall also provide a copy of his/her promotion recommendation, with supporting reasons to the faculty member being evaluated.

F. The College Rank and Tenure Committee shall submit a written promotion recommendation to the Academic Vice President by April 1 for each eligible applicant. Recommendations shall be supported with written reasons based on evaluation criteria as specified in Section 7.130. The Academic Vice President may review recommendations with the College Rank and Tenure Committee. A copy of the College Rank and Tenure Committee recommendation, with supporting reasons, shall be provided to the faculty member.

G. If the College Rank and Tenure Committee makes a negative recommendation and the Unit Rank and Tenure Committee has made a positive recommendation, the faculty member may submit a written request for reconsideration of the College Rank and Tenure Committee's negative recommendation to the College Rank and Tenure Committee within two (2) working days of receipt of the recommendation and reasons. The request shall be granted and the College Rank and Tenure Committee shall provide the faculty member with a written statement of the result of reconsideration within five (5) working days.

H. The Academic Vice President will review each application and notify each applicant of his/her recommendations by no later than April 15. The President shall provide each applicant with a written decision by May 1.

7.160 TENURE PROCESS

A. Tenure shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board of Regents after receipt of a specific recommendation of the College President. Tenure shall be with Eastern Montana College.

B. The evaluation period for tenure shall be the entire term of employment in probationary status at the College. Service under full-time temporary appointments at the College for a period not to exceed three (3) years immediately preceding the faculty member's initial probationary appointment may, at the faculty

member's option, be considered in the tenure evaluation. However, the faculty member must exercise this option in writing in the first probationary evaluation.

C. A faculty member shall be eligible for consideration for tenure if he/she holds at least the rank of Assistant Professor and meets the service requirements in 9.120 of this Agreement.

D. The Academic Vice President shall provide each Unit Rank and Tenure Chair with a list of faculty eligible for tenure, with notice to each faculty member affected, by the end of the first full week of fall term. An eligible faculty member must apply to the Unit Rank and Tenure Committee prior to October 15 during the year of eligibility in order to be considered for tenure. In the event an eligible faculty member does not submit his/her application for tenure in the sixth probationary year, the faculty member shall receive a terminal contract for the next subsequent academic year.

E. The Unit Rank and Tenure Committees in the School of Education shall submit a written tenure recommendation for each eligible applicant to the Division Chair prior to December 1, with a copy to the candidate. The written recommendation shall be supported with written reasons based on evaluation criteria as specified in Sections 7.130 and 7.150. A copy of the recommendation with reasons will be provided to the faculty member.

F. The tenure recommendation and reasons of the Unit Rank and Tenure Committees and Division Chairs, where applicable, shall be submitted to the appropriate Dean or Director by January 1. The written recommendation shall be supported with written reasons based on the evaluation criteria as specified in Sections 7.130 and 7.150. A copy of the recommendation with reasons will be provided to the faculty member.

G. The Dean/Director shall submit a written tenure recommendation with reasons for each eligible faculty member to the College Rank and Tenure Committee by February 1. The Dean/Director shall provide a copy of his/her tenure recommendation to the faculty member with supporting reasons.

H. The College Rank and Tenure Committee shall submit a written recommendation with reasons to the Academic Vice President for each eligible applicant no later than March 15. The Academic Vice President may review the recommendations with the College Rank and Tenure Committee. A copy of the College Rank and Tenure Committee recommendation, with supporting reasons, shall be provided to the faculty member.

I. If the College Rank and Tenure Committee makes a negative recommendation and the Unit Rank and Tenure Committee has made positive recommendation, the faculty member may submit a written request for reconsideration of the College Rank and Tenure Committee's negative recommendation to the College Rank and Tenure Committee within two (2) working days of receipt of the

recommendation and reasons. The request shall be granted, and the College Rank and Tenure Committee shall provide the faculty member and the Academic Vice President with a written statement of the result of the reconsideration within five (5) working days.

J. The Academic Vice President will forward his/her recommendation on each eligible applicant for tenure to the College President no later than April 1. The entire applicant file, including recommendations at each level, must be forwarded to the President. Each candidate for tenure must be notified of the Academic Vice President's recommendation by April 1.

K. The decision of the College President will be based on the total evaluation record of the faculty member, including committee and administrative recommendations. The President shall inform the faculty member in writing of his or her decision by May 1. The decision of the College President will constitute the final institutional recommendation to the Board of Regents regarding matters of tenure.

7.170 APPEALS PROCESS AND FINAL ACTION

7.171 THE TENURE AND PROMOTION APPEALS COMMITTEE

A. The Tenure and Promotion Appeals Committee shall be an Ad Hoc Committee composed of three (3) tenured faculty members selected by the Faculty-Administration Committee at the time when the Faculty-Administration Committee receives a notice of appeal.

B. Following the recommendation of the Academic Vice President, an applicant for promotion or tenure may appeal to the

Faculty-Administration Committee if there appears to be a possibility of factual or procedural error, prejudice, or significant new information. The appeal must be filed within two weeks following the Academic Vice President's notification to the applicant of the Academic Vice President's recommendation.

C. This Appeals Committee shall have the right to have any party involved in the process of rank advancement and/or tenure appear before it as a witness, and any party involved in these processes has a corresponding right to request an appearance before the Committee.

D. The Appeals Committee will report the findings to the President of the College within 30 days of the date of its appointment by the Faculty-Administration Committee. In unusual circumstances, the Committee may request in writing and with reasons a time extension from the Faculty-Administration Committee.

E. The President shall respond to the Appeals Committee and the appellee within ten (10) days. The President shall have the right to act independently if the Appeals Committee fails to act within the time limits.

7.180 RANK AND TENURE COMMITTEES

7.181 UNIT RANK AND TENURE COMMITTEE

Each administrative unit shall develop participatory procedures for evaluation and recommendation within the unit for retention, tenure, and promotion. These procedures will allow participation by faculty in the administrative unit in the process of structuring the Unit Rank and Tenure Committee, developing and/or modifying procedures, and developing devices for measurements of criteria. Peer review of candidates must be guaranteed by the administrative unit.

In the event of the failure of a unit committee to develop and/or follow such procedures and meet time deadlines, the College Rank and Tenure Committee shall have the authority to act independently. In the event of the failure of the College Rank and Tenure Committee to act independently, then the Administration shall have the obligation to insure the faculty member due process in the matter; but the Administration shall not be held liable for deficiencies in process over which it has no control. Failure of the Administration to insure such due process shall be grievable.

The failure of an administrative unit to develop or to follow such participatory procedures shall not be grievable.

7.182 COLLEGE RANK AND TENURE COMMITTEE

7.183 ORGANIZATION OF THE CRTC

A. The College Rank and Tenure Committee shall be composed of five faculty, each of whom meet the following criteria for election and/or service on the Committee:

1. They shall be full-time instructional faculty.
2. They shall hold tenured appointments.
3. They shall hold the rank of Professor.
4. One shall be from the School of Arts and Sciences, one from the School of Education, and one from the School of Business and Economics, and the remaining two shall be at-large members.

B. Elections shall be conducted by the Faculty-Administration Committee or by an agent appointed by it. All elected members shall serve three (3) year staggered terms. One of the members shall be annually elected Chair by majority vote of the members of the Committee. The Chair shall be given a 3 credit-hour reassignment in load for winter quarter. No administrative unit Chair or member of the Unit Rank and Tenure Committee may participate in discussions and/or votes on members of their unit.

C. The Administration shall provide clerical assistance to the College Rank and Tenure Committee. The individual so provided shall act as the recorder for the College Rank and Tenure Committee. The Chair shall prepare official minutes of every committee meeting. The official file of actions of the Committee shall be maintained in the Academic Vice President's Office.

D. Students shall not sit as members of the CRTC nor shall they participate in committee deliberations. However, the Committee may provide for student appearances before the Committee.

7.184 FUNCTIONS OF THE CRTC

The College Rank and Tenure Committee shall:

A. Recommend to the Academic Vice President on matters pertaining to faculty evaluation as specified in this contract.

B. Recommend to the Academic Vice President the extension of timelines where necessary to insure proper review.

C. Assure that proper review is provided by the Unit Rank and Tenure Committees; and if evidence of inadequate consideration or improper review is found, either: (1) remand the case to the unit committee for reevaluation; or (2) proceed with its own independent deliberations.

D. Perform other duties as prescribed in the contract.

7.190 LIBRARY UNIT

A. Responsibilities

The primary assignment of responsibilties for each Library Faculty member will include one or a combination of the following areas of service in librarianship: developing library collections, extending bibliographical control over these collections, instructing students (both formally in the classroom and informally in the library) and advising faculty and scholars in the use of library resources. A Library Faculty member serving

his/her primary assignment of library responsibilities is considered to be "teaching" as used in this Agreement. However, it is understood that Librarian Faculty will be evaluated, not according to standards of evaluation of Teaching Faculty, but according to standards developed and modified as needed by the Library Unit in accordance with Section 7.150-D.

B. Definition of "Dean"

In all Sections of this Agreement affecting the Library and/or Library Faculty, when the term "Dean" is used, such use shall mean the Director of Library Services.

C. Voting

When faculty representation (through either appointment or election) or voting is based upon membership in a School faculty, the Library Faculty shall be considered to be in the School of Arts and Sciences.

D. Travel

Notwithstanding the provisions of Section 10.700, in matters regarding faculty travel the Library Faculty shall elect its own Travel Committee.

E. Students on Committee

Regularly enrolled students in Eastern Montana College who are also part-time student employees of the Eastern Montana College Library may be considered appropriate Library Student representation upon committees requiring student membership.

6.100 TERMINATION FOR CAUSE

A. Disciplinary Sanctions

Any tenured or nontenured member of the academic faculty may be subject to disciplinary sanctions for failure to carry out the responsibilities of a faculty member as defined in Section 9.600 (Accountability). Disciplinary sanctions shall include warning letters, formal reprimands, or less than normal salary increases. All less than normal raises shall be determined as a result of the process outlined in Section 4.300 (Faculty Evaluation by Students - Performance Review). Salary may be withheld when an employee is absent without authorization or justification for a period in excess of five (5) regular work days, pending an investigation of the circumstances of the absence.

B. Suspension

In the case of termination proceedings, until a final administrative determination has been reached by the President, the faculty member may be suspended or assigned to other duties in lieu of suspension. Suspension is appropriate only when immediate harm to the faculty member or others is threatened by his or her continuance. Salary will continue during the period of suspension.

Any employee may be suspended without pay upon conviction of a felony or a crime involving moral turpitude.

Termination of the appointment of a faculty member on a continuous tenure or a special or probationary appointment before the end of the specified term, may be effected by the College for adequate cause. Terminations will not be employed as a punitive measure nor to punish faculty members for the exercise of their right to academic freedom or constitutionally guaranteed civil rights. Whether adequate cause exists for termination shall be determined by the President, pursuant to Sections D and E below. Cause for termination shall include:

(1) Conviction of a felony or crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment;

(2) Consistent and/or uncorrected failure to carry out the responsibilities of a faculty member as enumerated in Section 9.600 (Accountability) of the contract which failure shall be directly and substantially related to the fitness of the faculty member in his or her professional capacity as a teacher or researcher;

(3) Fraud or misrepresentation of professional preparation, accomplishments or experience in connection with initial hiring or in the submission of materials for evaluation for promotion in rank, tenure, or salary adjustment purposes;

(4) Endangering, exploiting, or abusing students or employees.

D. Termination Procedures

The termination of any faculty member for adequate cause will be preceded by a discussion between the faculty member and the President, or a designated representative. The matter may be concluded by mutual consent at this point.

In the event the foregoing process has not effected an adjustment, an investigation will be conducted by the Committee on Service. The Committee on Service is a standing committee consisting of four (4) tenured faculty members: two (2) appointed by the President and two (2) appointed by the AAUP. Each member shall serve a two (2) year term. A member of the Committee, upon request to the appropriate appointing authority, may be excused from participation in a particular investigation for reasons of conflict of interest. If a member is excused, the appropriate authority shall appoint a new member for that particular case. The President shall submit to the Committee the name of the faculty member, the possible causes for discharge and any other relevant information. The Committee shall report its findings of fact relating to whether cause exists for termination within the time period specified by the President, but shall not be required to do so sooner than thirty (30) days after submission of the matter by the President.

If the possible cause for discharge, submitted by the President, involves charges under Section C(2), the Committee on Service shall be augmented by two (2) tenured faculty members appointed by the College Rank and Tenure Committee. In such a case, the Committee's investigation and report shall include an evaluation of whether the faculty member has satisfied the general standards of competence in the discipline. If, after receipt of the investigation report, the President determines that cause exists for discharge, the President shall notify the faculty member in writing of the cause and date of discharge.

E. Disciplinary Sanctions, Suspension, and Termination Grievable

Any disciplinary sanctions, suspension, or termination by the employee shall be grievable by means of the grievance procedure provided in Section 13.000 (Grievance Procedure and Arbitration) of this Agreement. The burden of proof shall rest upon the College, and that burden shall be satisfied only by a preponderance of the evidence in the record considered as a whole.

8.200 RETRENCHMENT

Retrenchment is the termination of tenured faculty members for either financial or programmatic reasons.

The necessity for retrenchment shall be determined by the Board of Regents, after considering the recommendations of (1) the College President; (2) the Commissioner of Higher Education; and

(3) the Faculty Review Committee in accordance with the following procedures:

Necessity for retrenchment arises from either of the following two (2) situations:

(1) When the faculty personnel services budget is insufficient to sustain the current number of tenured positions, without reducing current faculty salaries; or

(2) When an administrative unit, program or degree as listed in the catalog is curtailed or discontinued because of a sustained drop in enrollment, shifted student interests or changed role and scope.

In determining whether retrenchment is necessary and in selecting the areas where the terminations will occur, primary consideration will be given to the College's responsibility to offer an appropriate range of courses and programs; and to maintain a balanced institutional effort that is responsive to the needs of the students and the state.

If the Administration determines that the potential for retrenchment exists, the President shall establish a Faculty Review Committee. The Faculty Review Committee shall consist of three (3) faculty members elected by the faculty at large supplemented by three (3) faculty members elected by the AAUP and one (1) student selected by ASEMC.

The President will submit to the Faculty Review Committee a statement of the College's situation supported with the facts and figures necessary for the Faculty Review Committee's analysis and review. He will charge the Committee with specific areas to analyze and review. Within thirty (30) days, the Committee shall submit its recommendations with supporting documents and rationale to the President. In the event the Committee does not report within the stipulated time, the President may proceed.

The President and the Faculty Review Committee will meet and discuss the report of the Faculty Review Committee and attempt to agree upon a single recommendation to the Commissioner of Higher Education. If they cannot agree, the Faculty Review Committee shall submit its own plan to the Commissioner of Higher Education separately.

The President shall prepare his/her recommendation for the Retrenchment Plan which: (1) documents the need for retrenchment; (2) identifies the number of positions to be terminated by administrative unit, program, or degree; and (3) any other relevant supporting information. He/she shall submit his/her plan to the Commissioner of Higher Education.

The Commissioner shall review: (1) the President's Retrenchment Plan, and (2) the Faculty Review Committee's plan and shall formulate his recommendation and submit it along with the President's plan, and the Faculty Review Committee's plan to the Board of Regents.

The Board of Regents shall make the final decision on whether retrenchment is necessary and shall instruct the President to implement the plan it approved.

In all cases of retrenchment, faculty members will have the following rights:

A. Retrenchment shall be in the inverse order of seniority by the administrative unit, program, or degree, which has been identified for retrenchment. Seniority is measured by the faculty members' full-time equivalent service at the College. The academic year shall be deemed to be a year of service and no additional seniority shall be accrued for any assignment beyond the academic year. Strict seniority is held to unless an exception to seniority is necessary to avoid a serious distortion of the academic program. The President shall consult with the Faculty Review Committee before deviating from seniority. The President's decision to deviate from seniority is grievable.

B. No tenured faculty member shall be terminated if nontenured faculty members are retained in the same discipline to teach courses the tenured faculty member is qualified and capable of teaching.

C. A faculty member may apply for reassignment rather than be terminated if the faculty member satisfies the qualifications for a position in an administrative unit,

program or degree in which there is an approved available position opening for which recruitment has been authorized. In the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. The faculty member shall retain his or her former salary, rank and tenure status.

D. Any tenured faculty member selected for termination shall have the right to apply for any existing open non-academic position at the College, and in the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. In this situation, the faculty member shall receive the salary established for the new position and shall lose academic rank and tenure.

E. The position of any tenured faculty member terminated because of retrenchment shall not be filled for a period of two (2) years unless the terminated faculty member has been offered reinstatement at previous rank, tenure and salary level. The faculty member shall have thirty (30) days in which to accept or decline. The faculty member shall not be required to assume the position prior to the beginning of the next academic year.

F. The President will notify in writing the persons affected by retrenchment. Each tenured faculty member

selected for termination shall be so informed a minimum of twelve (12) months prior to the date of termination.

The Board's decision on the necessity for retrenchment, the number of faculty to be terminated, and the administrative unit, program, or degree in which the terminations are to occur is not grievable.

9.000 WORKING CONDITIONS

9.100 TENURE AND APPOINTMENT PRACTICES

9.110 TYPES OF FACULTY APPOINTMENTS

Appointment to the faculty of Eastern Montana College shall be at the rank of Lecturer, Instructor, Assistant Professor, Associate Professor, and Professor and shall be probationary, tenured, or special.

A. **Probationary Appointments** are renewable annually and are applicable as progress toward tenure. A faculty member may accumulate no more than seven years of service in probationary status. The initial probationary appointment may include up to three years of credit toward tenure from previous full-time professional experience as specified in Section 9.120.

B. **Tenured Appointments** recognize a right, subject to the conditions stated in this document, to continuous academic year employment in an academic unit or program area. A faculty member may qualify for a tenure

appointment by satisfying the criteria for continuous tenure as specified in Section 7.000.

Tenure status shall not be applicable to faculty serving on less than full-time appointments.

C. **Special Appointments** of faculty members do not involve either credit toward tenure or tenure status. The following types of appointments are included as Special Appointments:

1. Adjunct or courtesy appointments made in accordance with the Montana University System Board of Regents policy governing such appointments;
2. Visiting appointments for individuals holding academic rank at another institution of higher education;
3. Appointments of retired faculty members;
4. Fixed-term appointments clearly limited to a specific purpose and period of time as specified in the letter of appointment.
5. Lectureship appointments, which shall be for the performance of specifically assigned academic duties only, without general faculty responsibilities. These appointments should be either part-time or temporary (as specified in the letter of appointment) in nature.

Individuals holding Special Appointments are not eligible for tenure. Service in these ranks does not count toward probationary service for tenure. All Special Appointments automatically lapse at the end of the fiscal year or the specified contract term, whichever occurs first.

9.120 CONDITIONS OF EMPLOYMENT

A. Rank and Appointments. Tenurable members of the faculty of Eastern Montana College shall be classified and ranked, at the time of appointment or reappointment, as Professors, Associate Professors, Assistant Professors, or Instructors. All full-time appointments to the faculty in the ranks of Professors, Associate Professors, Assistant Professors and Instructors are of two kinds: (a) probationary appointments; (b) appointments with continuous tenure. Appointments to adjunct or research titles, and lecturers, are not eligible for tenure.

B. Probationary Appointments. The total time period of full-time service prior to the acquisition of continuous tenure shall not exceed seven (7) academic years, which may include up to three (3) years of full-time service in tenurable ranks at regionally accredited, United States four-year institutions of higher education. Up to three (3) years of credit for service at foreign four-year institutions of higher education at the rank of instructor or higher may be granted toward acquiring continuous tenure status by agreement among the faculty member, the academic unit Chair, the Dean and the Academic Vice President.

Probationary credit for prior service must be agreed to in writing between the faculty member and the academic vice president prior to the initial appointment at EMC. No credit will be given for prior service as a graduate teaching assistant or for summer session teaching. The College shall require four academic years of full-time service at EMC before making an award of continuous tenure. Time spent on authorized leave of absence will be creditable for the purpose of determining eligibility for tenure or promotion only if approved by the College President. A faculty member may elect not to credit such time for the purpose of determining eligibility for promotion or tenure. By the end of the first academic term, excluding summer, following the return to the College from the leave without pay, the faculty member must indicate in writing to the Academic Vice President whether the faculty member wishes the time spent on leave without pay to be creditable for the purpose of determining eligibility for tenure or promotion. If a faculty member wishes to have the time credited, he or she shall submit a report of activities undertaken during the leave to the Department Head or Division Chair who shall make a recommendation to the Dean. The Dean will evaluate and recommend to the Academic Vice President who will present a recommendation to the President. The determination of the President shall be final.

C. Notice. A probationary faculty member has the right to serve the specified term of the appointment and may not be discharged

without cause during that term. However, probationary faculty have no right to reappointment when written notice is given as provided below that he/she will not be reappointed. Regardless of the stated terms or other provisions of any appointment the written notice that the probationary appointment is not to be renewed will be given to the faculty member in advance of the expiration of his/her appointment, as follows: (a) not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination; (b) not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if a second-year appointment terminates during an academic year at least six (6) months in advance of its termination; (c) at least twelve (12) months before the expiration of an appointment after two (2) or more years of service at Eastern Montana College. Eastern Montana College shall have the option of providing employment, or providing severence pay in lieu of employment to which the employee is entitled. The President shall have the right to act independently to provide written notice.

D. Tenure. Once the faculty member qualifies for and is granted tenure, his/her employment and his/her tenure shall be with Eastern Montana College and not with the Montana University System. The administrative unit or program to which the faculty

member is appointed shall be identified in each faculty member's letter of appointment as defined in Section 3.220.

Tenure shall mean the right of a faculty member to hold his/her position and not to be removed therefrom except as set forth in the Agreement. All present faculty members who hold tenure shall continue in that status.

E. Administrative Positions. Faculty members performing administrative functions serve in those capacities at the discretion of the President and may be removed at any time and reassigned to faculty duties. However, Section 9.220, Transfer of Titles, shall apply for the case of Department Chair and Area Coordinators. No individual has tenure to his/her administrative position, to a stipend for that position, or to any other provisions or prerequisites of that administrative position.

In the event a faculty member is appointed on an acting basis to an administrative position not in the bargaining unit, that faculty member shall retain his/her tenure rights for not more than two consecutive years. In the event a faculty member is appointed to an administrative position not in the bargaining unit, without the designation of "acting," that faculty member may retain his/her tenure rights with the approval of the administration and the administrative unit. All administrators who currently have faculty tenure rights shall retain those tenure rights. Such administrators with tenure who are removed or resign from an administrative position, but who wish to remain employed

at the College as a faculty member, will be employed under the same conditions and contractual terms as other tenured faculty and they will be evaluated for competency and currency under 4.300 during the second year after their return. Their salary shall be established according to Section 11.000.

F. Resignations. A faculty member who wishes to resign from the faculty normally shall give notice thirty (30) days after receiving notice of terms of appointment for the succeeding academic year, or May 15, whichever is later. The faculty member properly may request a waiver of this requirement of notice in the case of hardship or in a situation where he or she would otherwise be denied substantial professional advancement or other opportunity.

9.200 DEPARTMENT CHAIR AND AREA COORDINATORS

9.210 APPOINTMENT AUTHORITY AND TERM OF OFFICE

The Department Chair and Area Coordinator shall be appointed by the President of the College upon recommendation of the administrative unit, the Dean and the Academic Vice President. The Chair or coordinator may hold academic tenure as a faculty member but not as a Chair or coordinator. Chairs or coordinators typically shall serve terms of but not limited to four years commencing on the date the appointment is approved by the President.

9.220 TRANSFER OF TITLES

A. The offices and titles of Department Chair and Area Coordinator may be transferred by the President in accordance with the following procedures.

1. The appropriate Dean will implement procedures for the selection of a new academic administrative unit Chair/Coordinator when one of the following conditions occur:
   a. The academic administrative unit Chair/Coordinator submits a letter of resignation.
   b. A majority of the unit members petition the Dean requesting a change of Chair/Coordinators.
   c. The Dean notifies all members of the unit and the Chair/Coordinator that in his or her judgment a change should take place.
   d. Other occasions as may be mutually agreed upon between the Administrative Unit and the Dean.
2. The procedure is as follows:
   a. The Dean should, when appropriate, interview Unit members individually as a means of evaluating the needs of the Unit and the concerns and interests of its members. Such interviews shall not be considered in any sense a "vote" of the Unit.

b. The Unit Chair or designated faculty member shall call a meeting of the Unit with the Dean to discuss in open meeting the criteria and process to be used by the Unit for selection.

c. The Unit, using whatever procedure it has selected, but involving all members of the Unit, shall recommend one (1) or more candidates to the Dean or shall recommend the Unit conduct an off-campus search.

d. If the Dean does not find the recommendation(s) satisfactory, he/she shall explain in writing to the Unit his/her reason(s) for rejecting the recommendation(s). If no person recommended by the Unit is acceptable to the Dean, the Unit shall submit the names of up to three other acceptable unit Chair to the Dean. The Dean shall appoint one of these to serve as acting unit Chair until the matter is resolved.

9.230 DUTIES AND RESPONSIBILITIES OF DEPARTMENT CHAIR AND COORDINATOR

The primary role of the Department Chair/Coordinator is to foster a quality educational program for students by creating an administrative climate in which the faculty member is able to teach and perform well. Specifically, the roles and duties of the Unit Chair/Coordinator include the responsibility to:

1. Insure that faculty evaluations at the unit level are conducted in accordance with Section 7.000 of this Agreement.
2. Attempt to solve problems between faculty.
3. Prepare and submit to the appropriate Dean budget requests, including Summer School requests, after departmental review.
4. Determine budget allocations within the department according to departmental procedures.
5. Monitor departmental or unit budgets, including the preparation of purchase requisitions and expenditure reports as required by College policy.
6. Propose changes in curriculum, degree requirements, and noncurricular programs after approval by the department.
7. Insure coordination of curricula within the department and with other departments.
8. Recommend to the appropriate Dean yearly course offerings and Summer School offerings after consultation with the department faculty.
9. Recommend to the appropriate Dean class time schedules after consultation with the department faculty.
10. Assign courses to faculty for both the academic year and Summer School after consultation with the department faculty.

11. Approve faculty assignments to extension and continuing education teaching.
12. Coordinate the departmental role in College registration procedures.
13. Attempt to solve problems between students and faculty.
14. Assign student advisees to faculty according to procedures to be determined by the department and approved by the Dean.
15. Evaluate transcripts for transfer students in cooperation with the Office of Admissions and the School Academic Advising Aides.
16. Review and approve records for graduation submitted by faculty advisers.
17. Supervise departmental routine office matters, including revision of catalog entries and departmental brochures.
18. Conduct departmental meetings.
19. Act as departmental liaison with other departments and other administrators.
20. Set a professional example for faculty members.
21. Promote and encourage the obtaining of grants, attendance at professional meetings, research and other scholarly activities, publication, performance, and other creative production among departmental faculty.
22. Teach on a reduced load basis as commensurate with administrative load and approved by the Dean.

23. Render assistance to the College Placement Office in its efforts to assist graduates and alumni.

24. Such other administrative duties as required by department needs or assigned by the Dean.

Departmental or unit governance structure shall be developed by departmental or unit faculty and recommended by the Department or unit chair to the appropriate Dean for approval. A Dean may require periodic review of a unit or department's governance structure. The request for review shall be in writing with reasons provided. Within sixty days of the Dean's request, the Department or unit will file, through its Chair, a revised governance structure which addresses the Dean's concerns with the Dean for review and approval.

The Faculty-Administration Committee may add, modify, or delete the above enumerated roles and responsibilities of the Unit Chair/Coordinator.

9.240 CHAIR/COORDINATOR TRAVEL

Each unit Chair shall receive $300.00 annually for travel to be used at his/her professional discretion.

9.300 HIRING PROCEDURES

The right of the faculty to participate in the selection of new faculty members is recognized and will be implemented by the following procedures:

When the Administration has determined that there is a vacancy in an existing position or that a new position is to be

created, and the position involves academic rank, a Search Committee shall be formed as follows: Three (3) faculty members and one (1) student major from the unit shall be appointed by the unit plus one (1) faculty from outside the unit appointed by the Dean. The Committee may appoint a community person.

A file containing a detailed job description, including rank, the appropriate terminal degree, and a recruiting plan will be submitted by the administrative unit head to the appropriate Dean for review. The Dean will transmit the file to the Academic Vice President for approval. The Academic Vice President shall secure the approval of the equal opportunity officer. If the Academic Vice President does not agree, he or she shall return the file to the appropriate Dean with reasons for reconsideration by the appropriate department. The salary offered shall be consistent with the salary provisions of this Agreement.

When the search is completed, the comittee shall make its recommendations to the members of the administrative unit. The administrative unit head shall forward not more than three (3)acceptable choices in writing to the appropriate Dean. However, it is understood that the Dean or the Academic Vice President may have access to the entire applicant file. Only the President or his or her designee may make a binding offer. The recommendations shall be accompanied by supporting data including, but not limited to:

A. The candidate's credentials.

B. Samples of any publications, creative endeavors, or other scholarly work.

C. Written statements from faculty and administrators from other institutions where the candidate has worked, if such are not included with the credentials.

The Administration may decline to make an offer to any candidate, or close the search, provided reasons are given to the Administrative Unit and the Search Committee. In the event of rejection by the Administration of any candidate, the Administrative Unit in coordination with the Search Committee shall provide additional names for consideration.

The authorized expenses incurred in the search shall be paid by the Administration.

9.400 CLASS AND COURSE ASSIGNMENT

The teaching assignment of a faculty member should be made in his/her field of competence. Recognizing that there are common components in each discipline that all teachers should be able to cover, the need for change of assignment within his/her field for the purpose of providing better service and a higher quality program is acknowledged.

Each faculty member shall be given the opportunity, before tentative class schedules have been prepared, to specify his/her preferred teaching schedule for the coming year.

Teaching assignments shall be based on a consideration of the needs of students, the continued necessity for revitalization and

improvement of the instructional program, academic qualifications and expertise, and faculty preference. Teaching assignments shall not be made arbitrarily, capriciously, or with the intent or effect of discriminating against any faculty member. Faculty members shall not be required to teach both evening and early morning classes unless the faculty member wishes this kind of assignment.

It shall be the responsibility of the appropriate Administrative Unit Head, after consultation with the faculty of that unit and with the approval of the appropriate Dean, to make course assignments and to attempt to accommodate the concerns of the preceding section in scheduling courses.

A faculty member shall, except in unusual circumstances, be notified of his/her class schedule at least thirty (30) days before the beginning of the next academic quarter.

Changes in a faculty member's class and course assignment may be made if the overriding needs of the Administrative Unit so dictate. In making necessary changes, the appropriate Dean and the appropriate Administrative Unit Head shall consult with the affected faculty member in the interest of arriving at the best solution for all concerned.

9.500 FACILITIES

A. The faculty members of Eastern Montana College shall have equal access to and use of the following academic support facilities in accordance with campus policies:

1. Library

2. Audio Visual Center

3. Meeting Rooms

B. The Administration shall provide suitably equipped offices, restrooms, and faculty lounges for use by faculty members. If he/she chooses, each faculty member's office shall be equipped, furnished, lockable and enclosed. Members of the Administration and faculty shall respect the privacy of each other's respective offices.

C. Secretarial assistance shall be provided to all faculty members in the bargaining unit for the performance of their duties and professional activities. It is understood that priority shall be given to instructionally related obligations.

D. Faculty may request changes in office location due to health or disabilities.

9.600 ACCOUNTABILITY

The Commissioner, the Administration, and the AAUP agree that a faculty member in accepting and assuming a faculty position at Eastern Montana College has certain basic responsibilities:

A. Continued maintenance of professional competence and current developments in the appropriate academic discipline or disciplines by continuing activities appropriate to his or her professional assignment. Appropriate activities shall include, but not be limited to, reading, research, creative enndeavors, consulting, public service, and other professional activities.

B. Perform in a full and faithful manner the duties of a College faculty member, to wit:

1. To meet faithfully all assigned classes or to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the Chair.
2. To distribute to each student by the end of the second week of instruction a written course outline or syllabus which specifies the objectives of each course and the general method of instruction, as well as course requirements such as term papers, reports, and scheduled tests. The course outline or syllabus must also include a clear statement of the basis on which grades will be determined. A copy of the course outline will be filed in the Office of the Division Chair or Department Head.
3. To be available on a regular basis to students for advising on matters regarding their classroom activities, through adherence to a schedule of regular office hours. Exceptions shall be reported to the Chair.
4. To be available on a regular basis to students who have been identified as his or her advisees on matters pertaining to the student's entire curriculum and program of study through adherence

to a schedule of regular office hours. Exception shall be reported to the Chair.

5. To evaluate students and/or award academic credit based on their academic performance professionally judged.
6. To present the subject matter in the course as announced to the students and approved by the faculty in the curriculum.
7. To evaluate or comment fairly and objectively on the performance of colleagues when peer evaluation is required for the purposes of rank advancement, tenure considerations, curriculum or program reviews, and the like.
8. To participate in committee work and other channels of governance in accordance with individual unit and school procedures and in accordance with the Bylaws of the Academic Senate.
9. To comply with the laws governing conflict of interest and avoid a material violation or continued disregard of Section 9.800 (Conflict of Interest).
10. To observe the duly promulgated policies and regulations of the College and to participate through meetings in seeking modifications of these

policies and regulations when such policies and regulations are considered inappropriate.

9.700 ADDITIONAL COMPENSATION

The parties to this Agreement, recognizing that teaching, research, and public service are the primary responsibilities of faculty members at the College, agree that it may be reasonable and feasible for faculty members to engage in consulting activities or other additionally compensated activities which benefit both the College and the individual. The College has a priority claim on the working time of faculty members.

Before consideration is given to extra compensation for faculty members, department Chair and Deans are urged to provide time for performance of these services. Such activities should enhance the individual's professional stature, should bring credit to the College, and must not interfere with primary obligations to the College.

Therefore, the following provisions shall govern those activities for which extra compensation may be received:

A. College Duties

No faculty member at Eastern Montana College may accept additional compensation for providing to the same clientele the same services which are part of his/her assigned duties. In particular, no faculty member may receive compensation for tutoring students of this College.

B. Consulting and Professional Practice

1. Conflict of Interest. All consulting assignments and professional practice accepted by faculty members must comply with the contract section on conflict of interest.

2. Compensation. Faculty members engaged in consulting work and professional practice not sponsored by institutions of higher education in Montana must charge fees that are consistent with those in the profession in the area and shall be entitled to retain such outside compensation except as noted below.

3. College Identification and Liability. In all private consulting engagements the client must be informed that the faculty member is acting as a private consultant; that Eastern Montana College is in no way a party to the contract or liable or responsible for the performance thereof; and that Eastern Montana College is not liable in any way for property of the client utilized for test, observation, or otherwise in connection with the consulting engagement, nor for consequent damages. No official Eastern Montana College stationery or forms shall be used in advertising. The faculty member shall use his/her home address and telephone

number on correspondence and advertising. The name of the applicable school shall not be used in any other way without the express consent of the Dean of the school.

4. College Facilities and Personnel. Whenever a faculty member uses institutional personnel, facilities or equipment in connection with consulting activities, the arrangements for such use and for the reimbursement of the institution must be fully documented and maintained on file in an appropriate administrative office on campus. Such reimbursement must be consistent with rates charged to outside groups or persons for similar uses. The use of assistants (whether College employees or students) by a faculty member acting in the capacity of a consultant shall be subject to the approval of the Department Chair and the Dean of the school who shall report such arrangements to the Academic Vice President.

5. Permission Required.

   a. Small, single assignment of more than one day but not more than one week. A request in writing stating duties and maximum amount of time required must be presented to the Department Chair and the Dean of the school.

Written approval from the Department Chair and Dean of the school is necessary.

b. Continuing consulting assignments or professional practice in which the total amount of time is one week or more and extending over several months. A request in writing, stating duties and maximum amount of time required, must be presented to the department Chair and the Dean of the school. Written approval from the Department Chair and Dean of the school is necessary.

c. Retained Assignments in which no specific duties are involved other than the giving of advice but where the faculty member involved is not available to other firms in the same line. A written request directed to the Department Chair and school Dean is required. The request must state duties to be performed and must contain copies of all agreements relative to the assignment.

d. Consulting assignments or professional practice requiring more than one week or irregular assignments averaging more than one day per week. Each case will be treated individually, and arrangements must be approved

in writing by the Department Chair, school Dean, Academic Vice President and President. These arrangements may involve leave without pay.

9.800 CONFLICT OF INTEREST

For the purpose of this section, a conflict of interest is a conflict between public duty and private interest, as defined by the Montana Legislature in Section 2-2-101, M.C.A.:

A. No faculty member may undertake consulting or professional practice assignments which would result in a conflict of interest with his/her assigned College duties.

B. Research, if sponsored by agencies of federal, state or local government, or if unsponsored but supported by College funds for reassigned time, supplies or services, is in fact supported by taxpayers. The researcher must insure that the findings from his/her College or government sponsored research are made public before utilizing such findings for personal gain on behalf of a private client as part of a consulting engagement or otherwise giving advantage to a particular party or firm. However, the above statement is not to be interpreted to mean that the public has a right to the field notes, raw data, research notebooks or working papers of a researcher. Neither is the above statement to be interpreted as a waiver or denial of existing regulations on the use and distribution of data, the premature release of which would jeopardize the public interest.

C. A faculty member may not: (a) assist any person for a fee or other compensation in obtaining a contract, claim, license or other economic benefit from the Montana University System; (b) assist any person for a contingent fee in obtaining a contract, claim, license or other economic benefit from any state agency; (c) perform an official act which directly and substantially benefits a business or other undertaking in which he/she either has a substantial financial interest or is engaged as counsel, consultant, representative, agent, director or officer; and (d) enter into a contract to perform services for the College unless the contract has been awarded through public notice and competitive bidding, and provided the employee is not in a position to approve or influence the College's decision to grant the contract.

9.900 WORKSHOPS AND CONFERENCES

A limited number of faculty members shall be eligible to attend workshops and conferences sponsored by Eastern Montana College on a space available basis at no cost or at a reduced cost in accordance with campus policy.

10.000 LEAVES OF ABSENCE

10.100 SICK LEAVE

Each full-time faculty member is entitled to and shall earn sick leave credits from the first full pay period of employment. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at

the rate of one (1) working day for each month of service without restriction as to the number of working days that may be accumulated.

Faculty members are not entitled to be paid for sick leave under the provisions of this Agreement until they have been continuously employed for ninety (90) days. Upon completion of this qualifying period, the faculty member is entitled to sick leave credits earned.

A faculty member who terminates employment with Eastern Montana College is entitled to a lump-sum payment equal to one-fourth (1/4th) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the faculty member's salary at the time of termination. Accrual of sick leave credits for calculating the lump-sum payment provided for in this sub-section begins July 1, 1971.

A faculty member who receives a lump-sum payment pursuant to this Agreement and who is again employed by the state or a county or city thereof shall not be credited with any sick leave for which compensation has previously been given.

Sick leave credits earned at Eastern Montana College by a faculty member prior to July 1, 1971, shall remain credited to the faculty member's sick leave account. Sick leave used by a faculty member shall first be charged to the pre-July 1, 1971, sick leave accumulation until that sick leave accumulation is depleted before

being charged against a faculty member's sick leave accumulation earned subsequent to July 1, 1971.

A faculty member on sick leave shall inform the appropriate academic supervisor as soon as possible.

Other sick leave provisions:

A. Sick leave charges in excess of earned sick leave credits will be charged to leave without pay.

B. Sick leave charges and credits shall be charged to the nearest full hour.

C. A physician's certificate or other evidence to substantiate a sick leave charge may be required by a faculty member's academic supervisor or appointing authority.

D. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

E. Any non-instructional days that fall during a period that a faculty member is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

F. Abuse of sick leave occurs when a faculty member misrepresents the actual reason for charging an absence

to sick leave; or when a faculty member uses sick leave for unauthorized purposes.

G. The Administration must be able to substantiate any charge of sick leave abuse which results in disciplinary action.

10.200 EMERGENCY SICK LEAVE

A. Emergency sick leave is defined as a necessary absence due to: (1) the illness of a member of the immediate family of the faculty member requiring the attendance of the faculty member until professional or other attendance can be obtained; or (2) the death of a member of the immediate family of a faculty member.

B. Emergency sick leave limitation -- emergency sick leave charged against a faculty member's sick leave credits shall not exceed a total of five (5) working days a year for illness in the immediate family. In addition, emergency sick leave charged against a faculty member's sick leave credits shall not exceed a total of five (5) work days for each death in the immediate family.

C. The faculty member's immediate family shall consist of spouse, parents, brothers, sisters, children, household dependents, and relatives of the faculty member's spouse in like degree.

10.300 CHILDBIRTH LEAVE

Faculty members shall be entitled to a childbirth leave under the following conditions:

The faculty member must request the leave in writing as soon as possible but not later than thirty (30) days prior to the commencement of the leave, except in emergency situations.

The leave shall be for the length of time requested except that no leave shall be granted for more than two years.

There shall be no loss of position to the faculty member on any salary schedule or other benefits.

If necessitated by problems of securing temporary replacement, the appropriate Administrative Unit Head may require that the leave begin and/or end at the start of an academic quarter.

The leave shall be without pay unless the faculty member chooses to use any accumulated sick leave.

10.400 LEAVE OF ABSENCE WITHOUT PAY

Faculty members who have completed two (2) years of service at Eastern Montana College shall be eligible for leave without pay for the purpose of research, education, travel, related work in other institutions, or private business organizations, or for the purpose of engaging in other activities which will improve the faculty member professionally and directly or indirectly benefit the College, the University System, or the state.

Applications shall be submitted to the President. If the application is submitted at least one (1) year before the leave is to commence, the leave will be granted unless the President determines that substantial detriment to the College will result.

The President shall make the final campus decision, inform the applicant, and shall transmit his/her decision to the Board of Regents in time for consideration at their next regularly scheduled meeting. Normally, leaves of absence shall not be for more than two (2) years. Time spent on leave of absence may be credited toward promotion and tenure in accordance with Section 9.120.

The faculty member on leave without pay shall be permitted to contribute to the retirement and group health plans during the period of absence in accordance with applicable state laws and regulations.

10.450 SABBATICAL ASSIGNMENT

Any member of the faculty holding tenurable rank shall be eligible to apply for sabbatical assignment during the faculty member's sixth or later year of service at Eastern Montana College. Applications are to be submitted during the year prior to the year for which sabbatical assignment is requested. Years of service shall be computed from the initial date of full-time appointment at EMC or from the termination date of the previous EMC sabbatical assignment. Time spent on a sabbatical assignment shall be excluded in determining years of service toward eligibility for the next sabbatical. All applications for sabbatical assignment shall be submitted to the Administration allowing sufficient time for evaluation and approval by the

Administration and the Board of Regents prior to the beginning of the assignment.

10.451 APPLICATION

For sabbatical assignment to be granted, an eligible faculty member must formally request assignment. The application for sabbatical assignment shall include:

1. A definitive, detailed plan for the scholarly or professional use of the sabbatical.
2. Anticipated future values of completion of the program - for the applicant, for students, for the department, and for the College.
3. A complete vita including a record of all professional activities.
4. A listing of the specific whole quarter(s) for which assignment is requested.
5. A description of any fellowship or grant or other arrangement which would aid in financing or otherwise supporting the proposed project.
6. The applicant's signed agreement to return to full-time service with the College for a period of one year following expiration of the assignment; or to refund the compensation paid him/her by the College or other unit of the Montana University System during such assignment unless this obligation is specifically waived by the President or his/her designee.

10.452 LIMITATIONS AND CONDITIONS

The rights of a faculty member on sabbatical assignment shall not be limited in any way and he/she shall retain all rights to promotion, salary increments, insurance, retirement, and other benefits provided in this Agreement.

Formal study for the required terminal degree as specified in Sections 7.130 and 7.135 shall not be acceptable as a sabbatical assignment project.

Sabbatical assignments are granted only for the duration of stated whole quarters and are expected to be taken during the period for which application was made and approved.

All sabbatical assignments shall normally be for a period of not less than two (2) academic quarters or more than an academic year; however, a faculty member may request a shorter assignment.

Sabbatical plans which include salary in excess of that which could be earned on regular assignment will not be considered. Such plans may be appropriate for a Leave of Absence Without Pay.

Programs or projects which necessarily involve employment by an employer other than Eastern Montana College may not qualify for sabbatical assignment but may be approved as leave without pay.

The salary paid during a sabbatical assignment shall not exceed two-thirds (2/3) of the academic year contract amount established for the individual.

Special compensation arrangements involving funds from other than institutional sources must be agreed upon and approved in keeping with the following conditions:

1. Compensation paid during a sabbatical assignment may differ from that paid for regular assignment because it may involve funding from sources other than regular College funds such as fellowships, assistantships or other sources of limited income including funds available from grants or contracts administered by the institution.
2. Funds from other sources may be used to supplement institutional funds to increase the compensation up to, but not in excess of, that amount which the individual would have earned on regular assignment during the same period.
3. A recipient of a sabbatical assignment will be expected to return to the College for a period of one year or to repay money received from the College while on sabbatical.
4. Faculty members on sabbatical assignment will continue to be eligible for employee benefits.

10.453 PROCEDURES

Applications for sabbatical assignment shall be made by members of the bargaining unit on forms available from the Academic Vice President's Office and shall be submitted to the appropriate Department or Division Chair on or before November 30

of the academic year prior to the year in which sabbatical assignment is desired.

The Department or Division Chair shall submit all applications with his/her comments and recommendations to the appropriate Dean on or before December 10.

The Dean shall submit all applications with his/her comments and recommendations on each to the Sabbatical Committee no later than December 20.

The Sabbatical Committee shall be composed of five (5) faculty members. The Committee shall be appointed by the Academic Vice President from a list of ten (10) names provided by the Academic Senate. The Committee shall elect its own Chair annually.

In evaluating proposals for sabbatical assignment, the Sabbatical Committee shall be guided by the following criteria in order of priority:

1. The merit of the proposed program--values both for the applicant and for the College.
2. The anticipated value of completion of the proposed program--to the individual, to the department, and to the College.
3. The applicant's teaching and research (quality and amount) performance -- especially over the immediately preceeding six (6) years.

4. The applicant's length of service with the College (with some weight given to longer service.)

The Sabbatical Committee may require interviews of an applicant to facilitate evaluation and ranking of the proposals. The Chair of the Committee or his/her designee should provide an applicant with at least five (5) calendar days notice of the time and place of the interview. If any interviews are held, the Committee will afford all applicants the opportunity for an interview.

The Committee shall rank the proposals on the basis of the above criteria and make recommendations to the Academic Vice President no later than January 15. The Committee shall only consider proposed sabbatical assignments which pertain to a single fiscal year.

Following discussions with the appropriate Deans, the Academic Vice President will submit recommendations based on the merit of the proposals and the availability of funds to the President. Final approval of all sabbatical assignments must be obtained from the Board of Regents.

Decisions on sabbatical assignment awards may not be grieved.

10.500 PUBLIC SERVICE LEAVE

Faculty members elected or appointed to public office shall be entitled to leave of absence without pay not to exceed one

hundred eighty (180) days per year while such employee is performing public service.

10.550 PERSONAL LEAVE

Compensated personal leave up to five (5) working days (40 hours) per contract year may be granted to members of the bargaining unit by the appropriate Dean upon written request of the faculty member. The written request must specify the dates and exact classes and other assignments to be missed and specify how missed classes and other assignments are to be covered. Personal leave is not chargeable against any other leave credits, is not cumulative or compensable, and may not be approved for vacation, recreation purposes, or boycott activity or absences from work in sympathy for concerted activities.

10.600 MILITARY LEAVE

A faculty member who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States, and who has been an employee for a period of six (6) months, shall be given a leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for the purpose of attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. Such leave will not be charged against the employee's annual vacation time.

10.700 PROFESSIONAL TRAVEL

Faculty members may be authorized, through appropriate administrative procedures, sufficient time away from their regular assignments to attend scheduled professional meetings or conferences. Subject to the availability of funds, as determined by the Administration, such faculty members shall be entitled to reimbursement for travel and other authorized expenses incurred in attendance at such meetings.

Travel funds for faculty may be granted for the following reasons:

A. Delivery of a research paper or presentation of other creative endeavor at a national meeting.

B. Delivery of a research paper or presentation of other creative endeavor at a regional meeting.

C. A brief research trip for the purpose of collecting data for bona fide research or creative venture.

D. Serving as a critic of a scholarly paper at a national meeting.

E. Serving as a critic of a scholarly paper at a regional meeting.

F. Participation as a program chair at a national meeting.

G. Participation at state-wide, regional, and national meetings.

H. Other.

Allocations of travel funds will be determined through a peer review process by a faculty committee for each school and in the

case of Library faculty, a Library Faculty Travel Committee. It is understood that the Academic Vice President and Dean must authorize all travel, and travel will not be permitted without such authorization. The committee will be elected by the faculty of each school. Allocations of travel funds may not be grieved.

10.800 JURY SERVICE AND SUBPOENA LEAVE

Each faculty member who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the College Business Office. Juror fees shall be applied toward the amount due the faculty member from the Administration. However, if a faculty member elects to charge his/her juror time off to leave without pay, the faculty member shall not be required to remit his/her juror fees to the College business office. In no instance is a faculty member required to remit to the Administration any expense or mileage allowance paid him/her by the court. Faculty members shall not lose cumulative benefits because of juror service.

The Administration may request the court to excuse faculty members from duty if they are needed for the proper operation of Eastern Montana College.

11.000 COMPENSATION

11.100 FACULTY SALARIES

11.110 BASE SALARY STEP DETERMINATION

Base steps indicated for each faculty member are determined by the formula outlined below.

A. Count all years of regionally accredited junior or senior college teaching and/or other recognized experience using the following criteria:

1. Prior college teaching experience with an autonomous responsibility for each course taught and for which the academic year appointment was 0.5 FTE or more will be counted year for year upon confirmation of the appointment by the appropriate appointing authority and receipt of the records by the Academic Vice President. For newly hired faculty such determination shall be made by the Academic Vice President prior to or within the first quarter of appointment. One year of credit will be given for an academic year; no additional credit will be granted for fiscal year appointments or for summer employment.
2. Full-time college nonteaching professional responsibilities of persons holding academic rank of a combination of teaching with such responsibilities, will be counted on a year for year basis.
3. Sabbatical assignments and educational leaves without pay shall be counted on a year for year basis.

B. To the total calculated in A above, add a maximum cumulative total not exceeding four (4) years drawn from any combination of the following three (3) categories:

1. Years of elementary or secondary school full-time professional experience which are related to assignments at Eastern Montana College as recommended in writing by the appropriate Dean and Search Committee and approved by the Academic Vice President will be counted on a year for year basis.
2. Years of nonteaching experience which are related to faculty assignments at Eastern Montana College as recommended in writing by the appropriate Dean and Search Committee and approved by the Academic Vice President will be counted on a year for year basis.
3. A maximum of one (1) year for a contracted graduate assistantship or similar contractual experience in a regionally accredited institution of higher education will be counted. The graduate assistantship of a newly hired faculty member must be certified by an appropriate Administrator in the College or University concerned before the end of the second quarter of an assignment to a position at Eastern Montana College.

11.120 1985-86 AND 1986-87 SALARY DETERMINATION

The salary determined from the base step is modified according to the following:

A. In fiscal year 1985-86, a newly hired faculty member shall be paid at the salary step appropriate for his or her rank on the 1985-86 salary matrix which is contained in Section 11.185 plus any market adjustment factor applicable under the 1984-85 Agreement. In fiscal year 1986-87 a newly hired faculty member will be paid on the 1986-87 salary matrix with market adjustment factor as in 11.180.

B. Returning faculty receiving normal increases shall be placed one step higher than on the previous year's (1984-85) salary matrix. In fiscal year 1985-86, faculty receiving normal increases shall be paid in accordance with the 1985-86 salary matrix contained in Section 11.185 plus the market adjustment factor received in the prior year. In fiscal year 1986-87 faculty receiving normal increases will be paid in accordance with the 1986-87 salary matrix contained in Section 11.190 plus the market adjustment factor received in the prior year. The market adjustment factor for faculty members teaching in more than one of the discipline areas will be adjusted in accordance with the data on courses taught as verified by the Office of the Registrar. The factors applied for prorated adjustments

will be the factors applicable during the 1985-85 Academic Year.

C. Faculty who have received a promotion shall be placed at the appropriate step in the salary matrix for the new rank effective the beginning of the academic year following the promotion.

D. Faculty who satisfactorily complete an earned doctorate shall be placed on the "with doctorate" matrix effective with the beginning of the next academic quarter following confirmation of the completion of all requirements for the degree.

E. For the purpose of step placement on the salary matrix, lecturers shall be considered as first year instructors.

F. Faculty who have achieved maximum steps on the salary matrix shall in 1985-86 receive a 1.5% increase in their base salary plus $200 and in 1986-87 shall receive a 3.25% increase in the base salary plus $100.

G. The attached 1985-86 salary matrices pertain to this section. The amounts shown on the matrices are the base amounts to be paid for 1985-86 and 1986-87 for the number of steps each faculty member has, in accordance with Section 11.110.

H. In the case of a faculty member first employed prior to 1985-86 and whose 1984-85 base salary was above the 1984-85 salary matrix, the 1985-86 base salary shall be

the 1984-85 base salary increased by 1.5 percent plus $200.00. For 1986-87 the 1985-86 base shall be increased 3.25 percent plus $100.00.

11.130 OTHER SALARIES FOR SPECIAL CASES - 1984-85

A. Faculty members who are on a fiscal year contract and are converted to an academic year will use the base steps as determined in 11.110 plus appropriate additions as described in 11.120.

B. Faculty on part-time contracts shall be equated to a full-time academic year (AY) contract and then prorated for less than full-time.

C. Faculty paid totally or partially from other than current unrestricted funds shall have their salaries calculated in the same manner.

D. Administrative and other stipends above the base salary rate shall be no less than those paid for 1984-85.

E. The academic contract year shall be divided into twenty (20) bi-weekly pay periods.

In the event a faculty member's academic year salary needs to be prorated for a fraction of the academic year, the salary for each academic quarter shall be one-third (1/3) of the salary for the academic contract year.

In the event the salary needs to be prorated for a fraction of an academic quarter, that fraction shall be calculated

by dividing the number of contract days of employment by the number of contract days in the academic quarter.

11.170 OTHER SALARY CONSIDERATIONS

A. New Hires

New faculty hires will have their former employment records available at the time of hire for base step determination. Final base step determination will be agreed to by the Academic Vice President and concurred in writing by the newly hired faculty member.

B. Professors Without Doctorates

Those faculty without an earned doctorate who are promoted to full professor through a peer evaluation process shall be paid on the "with doctorate" matrix as a full professor.

C. Intermediate Steps

The Faculty-Administration Committee with the approval of the Commissioner shall determine what category of faculty members shall qualify for an addition to their salaries. Such categories to be considered shall include persons holding special degrees and certifications and advanced preparation beyond the Master's Degree. In no case shall the intermediate step compensation per person exceed $500. Intermediate steps are not applicable to faculty without an earned doctorate who are promoted to full professor.

Faculty members who are entitled to an intermediate step and whose salary may be affected by the market adjustment

component factor as stated in Section 11.180 will be given either the intermediate step or have their matrix salary increased by the market adjustment component factor, whichever is greater. Present faculty eligible for intermediate steps shall continue to be eligible for the intermediate step. In no case may a faculty member receive both an intermediate step and a market adjustment component.

D. In the event the succeeding contract is not settled prior to July 1, 1987, the salary, including any market adjustment component and/or intermediate step, paid for 1986-87 shall continue to be paid until a new contract has been ratified. However, if the faculty member's course teaching assignment is changed, appropriate adjustments to that faculty member's 1986-87 market adjustment factor are to be made to properly reflect the new teaching assignment.

E. Appeals

A faculty member whose initial date of employment is after July 1, 1985, who believes that the years of experience figured in the faculty formula data are in error must present evidence no later than the second full quarter of employment, to the Faculty-Administration Committee, which shall determine the proper step.

11.180 MARKET ADJUSTMENTS

Calculation of Market Adjustment Component (MAC)

A. Additional compensation in the form of a market adjustment component may be granted faculty annually in academic disciplines or subdisciplines where external markets have made competitive recruiting difficult at Eastern Montana College in accordance with the procedures outlined herein. For 1985-86 such disciplines include Accounting, Marketing, Management, Finance, Information Systems, Business Economics, Computer Science, Chemistry, Physics, and Earth Science, and other disciplines as agreed to by the Faculty-Administration Committee. In subsequent years, newly affected disciplines will be determined by the Faculty-Administration Committee. The Faculty-Administration Committee may initiate review of market adjustment components previously authorized and determine appropriate adjustments.

B. The amount of a market adjustment component granted a faculty member whose initial appointment is after July 1, 1985, normally will not exceed $6,000 and shall be in addition to a faculty member's base salary and designed as a market adjustment component. Market adjustment amounts exceeding $6,000 will require the authorization of the Faculty Administration Committee.

C. The Dean and the affected department will provide information and make a recommendation to the Academic Vice President on the appropriate level of market adjustment for a specific position prior to the search using a variety of resources such as discipline salary surveys, contact with other institutions and experience with prior searches. The level of market

adjustment will be determined by the Academic Vice President in accordance with the provisions of this section.

D. In any academic year of the contract a faculty member will receive the larger of his or her previous academic year base salary plus the previous market adjustment component or his or her current academic year base salary plus the current market adjustment component.

11.185

EASTERN MONTANA COLLEGE
SALARY MATRIX 1985-86

	WITH DOCTORATE				WITHOUT DOCTORATE			
	I	AP	AOP	P	I	AP	AOP	
0	17963	18799			16860	17682		
1	18276	19110			17156	17980		
2	18591	19424			17453	18279		
3	18917	19749			17762	18589		
4	19254	20085			18079	18911		
5	19598	20426	21677		18403	19236	20597	
6	19946	20775	22040		18735	19568	20893	
7	20311	21140	22405		19066	19899	21190	
8	20706	21533	22784		19397	20227	21498	
9	21102	21930	23176		19730	20561	21816	
10	21500	22331	23574	25318	20063	20892	22140	
11		22734	23981	25696		21221	22468	
12		23141	24386	26076		21555	22801	
13		23556	24799	26470		21885	23135	
14		23969	25215	26877		22219	23467	
15		24387	25635	27293		22549	23796	
16			26056	27715		22881	24128	
17			26484	28144		23214	24459	
18			26835	28495		23464	24707	
19			27191	28852		23710	24955	
20			27553	29210		23961	25206	
21			27930	29577			25455	
22			28290	29949			25703	
23			28670	30325			25950	
24			29053	30712			26201	
25			29443	31103			26450	
26				31500			26807	
27				31908			26950	
28				32238			27112	
29				32611			27278	
30				32924			27444	

EASTERN MONTANA COLLEGE
SALARY MATRIX 1986-87

	WITH DOCTORATE				WITHOUT DOCTORATE			
	I	AP	AOP	P	I	AP	AOP	
0	18328	19191			17206	18053		
1	18647	19510			17508	18357		
2	18970	19832			17813	18664		
3	19295	20155			18120	18973		
4	19631	20491			18439	19293		
5	19979	20838	22112		18767	19625	21063	
6	20335	21190	22482		19101	19962	21366	
7	20694	21550	22856		19444	20304	21672	
8	21071	21928	23233		19785	20646	21979	
9	21479	22333	23624		20127	20984	22296	
10	21888	22743	24029	25855	20471	21329	22625	
11		23157	24441	26241		21671	22960	
12		23573	24861	26631		22010	23298	
13		23993	25279	27024		22355	23642	
14		24422	25704	27431		22697	23987	
15		24848	26134	27851		23042	24330	
16			26568	28280		23382	24669	
17			27003	28715		23725	25012	
18			27445	29159		24069	25353	
19			27807	29521		24326	25610	
20			28175	29890		24581	25866	
21			28549	30259			26125	
22			28938	30638			26383	
23			29310	31022			26638	
24			29702	31411			26893	
25			30098	31810			27153	
26				32214			27410	
27				32623			27778	
28				33045			27926	
29				33386			28093	
30				33771			28265	

11.200 SUMMER SESSION

Salaries for faculty members in the bargaining unit who are given a full-time summer session appointment shall be paid at the rate of twenty-two percent (22%) of the academic year salary beginning in September of the year following the summer session. If the faculty member is employed less than full time, the salary shall be prorated for any fractional part of such full-time employment.

Faculty will be issued a notice of appointment for summer session. The Administration recognizes its obligation under the "Grandfather" Agreement (Case No. 78402).

11.301 LESS-THAN-NORMAL INCREASE

Less-than-normal increases shall be determined in accordance with Section 4.310 of this Agreement.

11.302 MERIT AWARDS

During the 1985-87 biennium, $13,500 shall be awarded to compensate outstanding faculty performance as a salary bonus or a professional development award as determined by the faculty member. The minimum award will be $500 with an actual award amount to be determined by the total number of faculty receiving a merit award in any award period. Within ninety (90) days from the signing of this Agreement the Faculty-Administration Committee will develop procedures and time tables for determining the recipients of Merit Awards. The procedures and time tables shall

culminate in the approval of criteria and procedures by the President, on or before May 15, 1986.

For the 1985-86 Academic Year $13,500 will be available for summer fellowships for tenured or tenure track faculty to be used during the summer of 1986. The criteria and procedures for awarding fellowships will be developed by the Faculty Development Committee who will advertise the availability of fellowships to eligible faculty, review applications, and through its Chair make recommendations for funding individual fellowships no later than April 1, 1986.

11.310 GROUP INSURANCE

The College will contribute the following amounts to the Montana University System group insurance plans for each eligible faculty member:

Fiscal year July 1, 1985, to June 30, 1986 -

$105.00 per month

Fiscal year July 1, 1986, to June 30, 1987 -

$115.00 per month

11.320 UNEMPLOYMENT INSURANCE

The Administration agrees that all faculty members covered under this Agreement shall be covered by unemployment insurance as provided by the Employment Security Division of Montana.

11.330 WORKERS' COMPENSATION

Workers' Compensation payments administered by the Division of Workers' Compensation of the Department of Labor and Industry

are for the purpose of offsetting the loss of income suffered by a faculty member. A faculty member's pay continues while on sick leave, and he/she is not entitled to both paid sick leave and Workers' Compensation payments. A faculty member who is injured on the job has the option of taking either sick leave or Workers' Compensation payments, and if his/her sick leave runs out, may receive Workers' Compensation payments.

11.340 RETIREMENT SYSTEMS

Faculty members are required to participate in the Teachers Retirement System as outlined in the Montana Code Annotated. Faculty members may enter into post-retirement employment contracts in accordance with Board of Regents policy.

Any changes in state statutes brought about by legislative action which increase these benefits will be applied forthwith by the Administration.

11.400 EMPLOYMENT INDEMNITY

Faculty members covered by this Agreement are entitled to the indemnification protection of Section 2-9-305, M.C.A., for actions taken in the ordinary course and scope of their employment. The Commissioner shall supply the AAUP with copies of any liability policy currently in effect.

11.500 FACULTY REIMBURSEMENT

Expenses incurred for travel, meals, lodging, and miscellaneous items shall be reimbursed in accordance with state law.

12.000 GRIEVANCE PROCEDURE AND ARBITRATION

12.100 GRIEVANCE PROCEDURE

The Commissioner, the Administration and the AAUP agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise among the AAUP, its members, the Administration or Commissioner. The orderly process hereinafter set forth will be the method used for the resolution of all grievances. The Administration and the AAUP shall each appoint one (1) official grievance officer and shall notify the other party of the appointment within one (1) month of the date of final ratification of the Agreement.

Definitions

A grievance is an allegation by a faculty member or the AAUP that there has been a breach, misinterpretation or improper application of the terms of this Agreement by the Administration.

Informal Procedure for Handling Faculty Grievances

Any faculty member may present and discuss with the Administration his/her grievance either with or without a representative of the AAUP. Similarly, a representative of the AAUP may present and discuss a grievance with the Administration on behalf of any faculty member or group of faculty members. Any settlement, withdrawal, or disposition of a grievance at this informal stage shall not constitute a binding precedent in the settlement of similar grievances.

Formal Procedure for Handling Faculty Grievances

Grievances may be filed by a faculty member in the bargaining unit on his or her own behalf, or by the AAUP on its behalf, or on behalf of any faculty member or group of faculty members in the bargaining unit. A grievance must be filed by a faculty member or the AAUP within thirty (30) days from the date the grievable event was determined. Any grievance not processed in accordance with the time limit specified herein shall for the purposes of this Agreement be deemed null and without further recourse.

STEP 1

The grievance must be stated in writing setting forth the specific complaint (including the contract sections allegedly violated), and the remedy requested. All grievances shall be filed with the designated grievance officer for the Administration and the designated grievance officer for the AAUP. Both grievance officers shall within twenty (20) days of the receipt of the grievance meet jointly with the grievant for the purpose of discussing the grievance. The Administration grievance officer shall within ten (10) days after the grievance meeting issue a decision with reasons in writing to the grievant and the AAUP.

STEP 2

If the grievance has not been settled at Step 1, then within ten (10) days after receipt of the written decision of the grievance officer or the expiration of the time limits for making such decision, the grievant or the AAUP may submit the grievance in writing to the Commissioner or his/her designee, together with

a copy of the decision of the grievance officer. The Commissioner or his/her designee shall within ten (10) days after the receipt of the grievance issue a decision with reasons in writing to the grievant and the AAUP.

STEP 3

If the grievance has not been settled at Step 2, then within ten (10) days after the receipt of the written decision of the Commissioner, the AAUP may request arbitration by giving written notice to that effect to the Commissioner. Upon receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) names. The AAUP's representative and the Commissioner of Higher Education or his or her representative shall alternately strike the name of an arbitrator until one (1) name remains, and that person shall be designated the arbitrator. The determination of which party shall strike the first name shall be made by agreement of the parties or, if no agreement is reached, the flip of a coin. The parties may select a person to serve as arbitrator in a different manner if mutually agreed upon.

12.200 ARBITRATION

In no event shall the arbitrator have authority to add to, subtract from, modify, or amend, the provisions of the Agreement. The final decision or award of the arbitrator shall be made within thirty (30) days after the closing of the hearing. Such decision or award shall be binding upon the AAUP, the Commissioner, the

Administration and the affected faculty members. Each party will bear its own costs and the costs of the arbitration proceedings will be shared equally.

13.000 NEGOTIATIONS

13.100 NEGOTIATION PROCEDURES

A. All negotiations shall be scheduled at reasonable times on the campus of Eastern Montana College unless mutually agreed otherwise.

B. Negotiation sessions shall be private and confidential to the extent allowed by Montana Statutes. Both parties, however, may inform and consult with their respective constituencies and policy teams.

C. The parties agree that only the members of the negotiating teams, including the student observer, may be present in the bargaining room. Either party may bring in such resource people as it may require for general or specific purposes.

D. Either team may designate alternate members of may change composition of the team. Notice of such changes shall be given in advance insofar as possible. In no case shall the membership of either negotiating team exceed eight (8) individuals.

E. A spokesperson for each team shall be responsible for the recognition of and participation by each member of his/her team.

F. Each spokesperson may call a caucus when it is deemed necessary.

G. Tentative agreements achieved during negotiations will be reduced to writing, initialed, and dated by the respective spokesperson. The tentative agreements are to remain confidential until the total Agreement is concluded, unless the parties shall mutually agree otherwise.

H. Exchange of specific proposals, counterproposals, amendments, etc., will be in writing with sufficient copies provided for all members of each bargaining team.

I. All notes or records regarding conduct of the meeting will be kept by the participating individuals.

13.200 PRE-BUDGETARY NEGOTIATIONS

The parties to this Agreement agree they may conduct pre-budgetary negotiations. In the event that the Legislature does not provide the funds required to implement the pre-budgetary understanding, budgetary negotiations will recommence as soon as possible.

DATED this 1st day of July.

FOR THE BOARD OF REGENTS

Carrol Krause
Commissioner of Higher Education

Bruce H. Carpenter
President
Eastern Montana College

Sue Romney
Chief Spokesperson

Table Representative

Table Representative

Table Representative

FOR THE AAUP

Jeanne C. Hurley
President, AAUP
Chief Spokesperson

Table Representative

Table Representative

Table Representative

Table Representative

Table Representative

Susan P. Hanna
Student Representative

ADDENDUM

The following sections of the Faculty Handbook are included as an addendum to this Agreement. In accordance with Section 3.210 of this Agreement, the Academic Senate will generate a new Faculty Handbook. Until that Handbook takes effect in accordance with Section 3.210, this Addendum is incorporated by reference in the Agreement.

HANDBOOK

1005 - A BILL OF RIGHTS AND RESPONSIBILITIES FOR MEMBERS OF THE INSTITUTION: FACULTY, STUDENTS, ADMINISTRATORS AND STAFF

Preamble

Members of the campus have an obligation to fulfill the responsibilities incumbent upon all citizens, as well as the responsibilities of their particular roles within the academic community. All members share the obligation to respect:

The fundamental rights of others as citizens.

The rights of others based upon the nature of the educational process.

The rights of the institution.

The rights of members to fair and equitable procedures for determining when and upon whom penalties for violation of campus regulations should be imposed.

1. As citizens, members of the campus enjoy the same basic rights and are bound by the same

responsibilities to respect the rights of others, as are all citizens.

Among the basic rights are freedom of speech; freedom of press; freedom of peaceful assembly and associational freedom of political beliefs; and freedom from personal force and violence, threats of violence, and personal abuse.

Freedom of press implies the right to freedom from censorship in campus newspapers and other media, and the concomitant obligation to adhere to the canons of responsible journalism.

It should be made clear in writings or broadcasts that editorial opinions are not necessarily those of the institution or its members.

The campus is not a sanctuary from the general law.

The campus does not stand in loco parentis for its members.

Each member of the campus has the right to organize his or her own personal life and behavior, so long as it does not violate the law or agreements voluntarily entered into, and does not interfere with the rights of others or the educational process.

Admission to, employment by, and promotion within the campus shall accord with the provisions against discrimination in the general law.

2. All members of the campus have other responsibilities and rights based upon the nature of the educational process and the requirements of the search for truth and its free presentation. These rights and responsibilities include:

Obligation to respect the freedom to teach, to learn, and to conduct research and publish findings in the spirit of free inquiry.

Institutional censorship and individual or group intolerance of the opinions of others are inconsistent with this freedom.

Freedom to teach and to learn implies that the teacher has the right to determine the specific content of his/her course, within the established course definition, and the responsibility not to depart significantly from his/her area of competence or to divert significant time material extraneous to the subject matter of his/her course.

Free inquiry implies that (except under conditions of national emergency) no research, the

results of which are secret, is to be conducted on a campus.

Obligations not to interfere with the freedom of members of a campus to pursue normal academic and administrative activities, including freedom of movement.

Obligation not to infringe upon the rights of all members of a campus to privacy in offices, laboratories, and dormitory rooms and in the keeping of personal papers, confidential records and effects, subject only to the general law and to conditions voluntarily entered into.

Campus records on its members, or former members, should contain only information which is reasonably related to the educational purposes or safety of the campus and may not be released to anyone except with the prior written consent of the individual involved.

Obligation not to interfere with any member's freedom to hear and to study unpopular and controversial views on intellectual and public issues.

Right to identify oneself as a member of the campus and a concurrent obligation not to speak or

act on behalf of the institution without authorization.

Right to hold public meetings in which members participate, to post notices, and to engage in peaceful, orderly demonstrations.

Reasonable and impartially implied rules designed to reflect the educational purposes of the institution and to protect the safety of the campus shall be established regulating time, place, and manner of such activities and allocating the use of facilities.

Right to recourse if another member of the campus is negligent or irresponsible in performance of his/her responsibilities or if another member of the campus represents the work of others as his/her own.

Right to be heard and considered at appropriate levels of the decision-making process about basic matters of direct concern.

Members of the campus who have a continuing association with the institution and who have substantial authority and security have an especially strong obligation to maintain an environment conducive to respect for the rights of others and fulfillment of academic responsibilities.

Tenured faculty should maintain the highest standards in performance of their academic responsibilities.

3. The institution, and any division or agency which exercised direct or delegated authority for the institution, has rights and responsibilities of its own. The rights and responsibilities of the institution include:

Right and obligation to provide an open forum for members of the campus to present and debate public issues.

Right to prohibit individuals and groups who are not members of the campus from using its name, its finances, and its physical and operating facilities for commercial or political activities.

Right and obligation to provide for members of the campus the use of meeting rooms under the rules of the campus, including use for political purposes such as meetings of political clubs; to prohibit use of its rooms on a regular or prolonged basis by individual members or groups of members as free headquarters for political campaigns; and to prohibit use of its name, its finances, and its office equipment and supplies for any political purpose at any time.

Right and obligation not to take position, as an institution, in electoral politics or on public issues, except on those issues which directly affect its autonomy, the freedom of its members, its financial support, and its academic functions.

Right and obligation to protect the members of the campus and visitors to it from physical harm, threats of harm, or abuse; its property from damage and unauthorized use, and its academic and administrative processes from interruption.

Right to require that persons on the campus be willing to identify themselves by name and address, and state what connection, if any, they have with the campus.

Right to set reasonable standards of conduct in order to safeguard the educational process and to provide for the safety of members of the campus and the institution's property.

Right to deny pay and academic credit to members of the campus who are on strike, and concomitant obligation to accept legal strikes legally conducted without recourse to dismissal of participants.

4. All members of the campus have a right to fair and equitable procedures which shall determine the

validity of charges of violation of campus regulations.

The procedures shall be structured so as to facilitate a reliable determination of the truth or falsity of charges, to provide fundamental fairness to the parties, and to be an effective instrument for the maintenance of order.

All members of the campus have a right to know in advance the range of penalties for violations of campus regulation. Definition of adequate cause for separation from the campus should be clearly formulated and made public.

Charges of minor infractions of regulations, penalized by small fines or reprimands which do not become part of permanent records, may be handled expeditiously by the appropriate individual or committee. Persons so penalized have the right to appeal.

In the case of charges of infractions of regulations which may lead to notation in permanent records, or to more serious penalties such as suspension or expulsion, members of the campus have a right to formal procedures with adequate due process, including the right of appeal.

Members of the campus convicted of violations under general law may be subject to campus sanctions for the same conduct, in accord with campus policies and procedures, when the conduct is in violation of a campus rule essential to the continuing protection of other members of the campus or to the safeguarding of the educational process.

6001.0 SPEAKERS POLICY - PREAMBLE AND PHILOSOPHY

The United States of America has accorded to its citizens the highest degree of freedom of speech consistent with its laws and with a broad definition of decency. It is the intention of these regulations to accord a like degree of freedom to the campus community of Eastern Montana College while in addition taking into account that the primary function of an educational institution is to educate and that all segments of the campus community have a particular responsibility for the pursuit of truth. Controversy for the sake of controversy or for sensationalism contributes little, but if it is founded on mature examination and analysis, controversy over the great issues of our time is the heart of a college and the heart of a nation.

6001.1 SPEAKERS POLICY - REGULAR COLLEGE CLASSES

A faculty member may invite to address a class any speaker whose presentation is expected to aid the students in attaining the objectives of that course. If the speaker is a dignitary

whose presence on the campus should be officially recognized, the faculty member should notify in advance the appropriate faculty or administrative offices.

6001.2 SPEAKERS POLICY - FACULTY ORGANIZATIONS

Within the framework of the educational purpose for which the organization came into being, and consistent with its purpose as stated in its constitution, any faculty organization is free to invite to address its membership any speaker competent to shed light in any field of interest reasonably related to the stated purpose. A Campus Facilities Request Form from the Office of Information must be completed, and visits by dignitaries should be afforded institutional attention.

MEMORANDUM OF AGREEMENT

While it is not possible or desirable to establish the same load or credit hour production for each faculty member, guidelines for load are necessary in order to achieve and sustain high level faculty effectiveness in teaching, professional growth and activity, and service.

Faculty involvement in the determination of workload policy and policy for adjustment of workload is desirable. Procedures for determining workload may vary among academic schools, however, determinations in each should be made through following a common, publicized procedure that includes faculty involvement.

It is recognized that responsibilities such as individualized instruction, high enrollment courses, committee involvement, research, laboratory instruction, graduate level instruction, and advising will vary for individual faculty and that in some instances adjustments in workload or preparations may be made depending upon the extent of such involvement.

The Administration will commit itself to a process which initiates with faculty input at the unit and school levels for the purpose of developing and recommending faculty workload policies for review by the appropriate Deans and the Academic Vice President. Prior to the Administration's implementing a process at the school level, the process for each school will be reviewed by the Faculty-Administration Committee.

Prior to the Administration's issuance and implementation of a campus-wide definition of a professional load, the Administration will review said definition with the Academic Senate.

MEMORANDUM OF UNDERSTANDING

The undersigned parties agree to the establishment of a Committee to study the current procedures for the allocation of state-appropriated monies to faculty for the support of research and creative endeavor. The Committee will make a recommendation regarding procedures and structure for recommending allocations of state-appropriated monies to faculty for research and creative endeavor to the Faculty-Administration Committee. The Committee shall consist of the Chairperson of the Academic Senate Faculty Development Committee, two faculty selected by the Faculty Development Committee, two faculty selected by the Research and Creative Endeavor Committee, one student of high academic standing selected by ASEMC. The Committee will report its findings by May 1, 1986. The current procedures, as set forth in 3.200 of the 1981-85 Agreement, for recommending distribution of research and creative endeavor monies shall continue until such time as the Faculty-Administration Committee approves alternative procedures. Upon approval by the Faculty-Administration Committee, the new procedures shall be published as an addendum to the Agreement.

For AAUP:

Jeanne C. Hurley 5-7-85

5-7-85

For EMC:

Samuel Parker 5-7-85

Eric Lowney 5-7-85